

Tuesday, March 15, 2011, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

Web Site: 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. Individuals addressing the Council should state their names and addresses for the record, and for contact information. "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. The five minute maximum time limit for each speaker applies to all "Items from the Audience." Any item not on the agenda, brought up by 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 citizens address the Council, speakers should be as specific as possible about their concerns. If several speakers 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 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.

Full copies of the agenda are available at City Hall, 333 Civic Center Plaza, the Tracy Public Library, 20 East Eaton Avenue, and on the City's website www.ci.tracy.ca.us

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATION – Recognition of Police and Fire Officers and Employee of the Year
Proclamation – Red Cross Month

1. CONSENT CALENDAR

- A. Minutes Approval
- B. Authorization to Enter into a Master Professional Services Agreement with Willdan Financial Services for Administrative, Engineering, and Financial Services for the Tracy Consolidated Landscape Maintenance District and Authorization for the Mayor to Sign the Agreement
- C. Find it is in the Best Interest of the City to Forego the Formal RFP Process; Authorize an Amendment to the Professional Services Agreement with RHJ Consulting Inc, a California Company dba Innovative Technologies Ltd., for an Amount Not to Exceed \$272,500 to Assist the Tracy Police Department in Vendor Selection, Contract Negotiations and the Implementation Process of a New Computer Aided Dispatch/Records Management System, and Authorize the Mayor to Execute the Amendment
- D. Acceptance of the Construction Emergency Storage Pond and Drying Beds Improvements Project - CIPs 74004, 74080, & 74077, Completed by A. Tiechert & Sons, Inc., dba Tiechert Construction, California, and Authorization for the City Clerk to File the Notice of Completion
- E. Acceptance of the Community Center Rehabilitation (Wall Coverings) Project - CIP 78108, Completed by Gowan Construction Co. Inc., of Tracy, California, and Authorization for the City Clerk to File the Notice of Completion
- F. Approving Consent of an Assignment and Assumption Agreement for the Existing Development Agreement of the Bank of America Properties with the New Buyer, Authorizing the Mayor to Execute the Agreement, and Authorizing the City Clerk to File the Agreement with the San Joaquin County Recorder
- G. Approve an Activity Agreement with the San Luis Delta Mendota Water Authority (WA) to Reimburse the WA for Administrative Costs Incurred from Evaluating and Assisting the City of Tracy's Application for Proposition 84 and 1E Grant Funding to Complete a Portion of the City's Recycle Water Distribution System, Authorize an Appropriation of \$20,000 from Wastewater Fund 521, and Authorize the City Manager to Execute the Agreement
- H. Approve Task Order 1 (LR-01) to the Master Professional Services Agreement (MPSA-LR1) with Lee and Ro Inc. (L & R), to Provide Professional Services for Design of the Upgrade of the Corral Hollow Road Sewer Lift Station and Force Main on Larch Road – CIP 74097, and Authorize the City Manager to Execute the Task Order

- I. Authorize Establishment of Parking Restrictions and Striping Modifications on Dove Drive in Front of Wanda Hirsch Elementary School
- J. Reject Bids for Construction of the Kavanagh Avenue Extension West of Corral Hollow Road Project - CIP 73097, and Authorize Staff to Rebid the Project
2. ITEMS FROM THE AUDIENCE
3. PUBLIC HEARING TO CONSIDER A RESOLUTION AUTHORIZING THE OBLIGATION AND EXPENDITURE OF THE ALLOCATED \$100,000 TO BE RECEIVED FROM CITIZENS OPTIONS FOR PUBLIC SAFETY (COPS) GRANT PROGRAM TO THE POLICE DEPARTMENT BUDGET TO IMPROVE FRONT-LINE LAW ENFORCEMENT SERVICES BY PURCHASING TECHNOLOGY AND HIRING ONE FULL TIME PERSON IN THE NEWLY CREATED POSITION OF CAD/RMS SYSTEMS ADMINISTRATOR
4. PUBLIC HEARING TO CONSIDER THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME FUNDS FOR FISCAL YEAR 2011-2012
5. INTRODUCTION OF AN ORDINANCE ADOPTING THE 2010 CALIFORNIA BUILDING AND RELATED CODES AND PENALTY PROVISIONS, SPECIFYING WHICH APPENDICES APPLY TO THE CITY OF TRACY, REPEALING CERTAIN SECTIONS OF TITLE 9 OF THE TRACY MUNICIPAL CODE, ADDING SECTION 9.44.050 TO THE TRACY MUNICIPAL CODE TO PROVIDE BYLAWS FOR THE BUILDING BOARD OF APPEALS, AND ADDING CHAPTER 9.62 TO THE TRACY MUNICIPAL CODE TO ADOPT PLACARDING REQUIREMENTS FOR USE IN A POST-DISASTER SAFETY ASSESSMENT
6. DISCUSS CITY UTILITY BILLING AND COLLECTION PROCESSES AND PROVIDE DIRECTION TO STAFF
7. APPROVAL OF AMENDMENT NO. 4 (PRE-PAID SERVICES) TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT; APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH COUNTY FIRE AUTHORITY FOR PROVISION OF FIRE SERVICES; AND AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDMENTS
8. SECOND READING AND ADOPTION OF ORDINANCE 1156 AN ORDINANCE OF THE CITY OF TRACY, CALIFORNIA, AMENDING TITLE 3, CHAPTER 3.08, ENTITLED "TRAFFIC REGULATIONS" TO REPEAL SECTION 3.08.600 ENTITLED "VIOLATIONS OF TRAFFIC REGULATIONS—PENALTIES AND FEES", AND REPLACING IT WITH A NEW SECTION 3.08.600 ENTITLED "VIOLATIONS OF PARKING OR EQUIPMENT REGULATIONS-FINES"
9. ITEMS FROM THE AUDIENCE
10. COUNCIL ITEMS
11. ADJOURNMENT

January 18, 2011, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Ives called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

The invocation was given by Pastor Kevin James, New Creation Bible Fellowship.

Roll call found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives present.

Mayor Ives presented Certificates of Appointment to Tracy Arts Commissioner Ffjorren Zolfaghar, and Youth Advisory Commissioners Arashpreet Gill, Raj Makker, Michelle Mizuno, and Aloukika Shah.

1. CONSENT CALENDAR - It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - A. Minutes Approval – Special meeting minutes of November 3, 2010, regular meeting minutes of December 7, 2010, and closed session minutes of January 4, 2011, were approved.
 - B. Acceptance of the Overlay & Chip Seal of Various City Streets Project (FY 2009-10) – CIP 73117, Completed by International Surfacing Systems of Sacramento, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2011-012 accepted the project.
 - C. Acceptance of the Slurry Seal Project (FY 2009-10) - CIP 73117, Completed by Graham Contractors, Inc. of San Jose, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2011-013 accepted the project.
 - D. Authorization to Enter into Cooperative Agreements, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, Cooperative Working Agreement (CWA) Between the City of Tracy and the State of California Department of Transportation (Caltrans) for the Reimbursement of Current and Future, Federal and/or State Funded Transportation Projects which May be Eligible for Reimbursements, and Authorization for the City Manager to Execute these Agreements; Authorization for the City Engineer to Execute All Right of Way Certifications for Federal and/or State Funding Projects – Resolution 2011-014 authorized entering into the agreements.

- E. Acceptance of the 2010 Traffic Calming Project, CIP 72065, Completed by Republic ITS of Fremont, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2011-015 accepted the project.
 - F. Approve Professional Services Agreements for Plan Review Services and or Building Inspection Services – Resolution 2011-016 approved the agreements.
 - G. Approval of a Professional Services Agreement with Design, Community and Environment for the Preparation of an Environmental Impact Report, Assistance with the Preparation of a Specific Plan and Annexation for the Cordes Ranch Specific Plan Project – Resolution 2011-017 approved the agreement in the amount of \$353,402.
 - H. Acceptance of the Community Development Agency of the City of Tracy's Annual Report for Fiscal Year 2009-2010 – The report was accepted.
2. ITEMS FROM THE AUDIENCE - None.
3. FOLLOW-UP REPORT ON PREVIOUS COUNCIL DIRECTION FOR ADDITIONAL ANALYSIS, REVIEW OF A SCOPE OF SERVICES AND APPROPRIATION OF \$10,000 FROM THE GENERAL FUND FOR THE COST OF PROFESSIONAL SERVICES FOR EVALUATING NOISE EMISSIONS FROM THE LEPRINO FOODS PROCESSING OPERATION LOCATED AT 2401 N. MACARTHUR DRIVE - Andrew Malik, Director of Development and Engineering Services, presented the staff report. Mr. Malik stated that on December 21, 2010, the City Council considered Council Member Abercrombie's request for reconsideration of Council's previous direction to staff. That previous direction was to not use more City resources to address the Van Lehn's noise complaint regarding the Leprino Foods processing operation at 2401 N. MacArthur Drive (Leprino). At the December 21, 2010 meeting, Council directed staff to provide a scope of services, including detailed costs for an acoustical analysis of the sound emanating from the Leprino site and to include potential noise mitigation measures.

After reviewing previous noise studies from the City's consultant, Brown Buntin Associates (BBA), Leprino's consultant, Illingsworth and Rodkin, and walking the property line with the Van Lehns, all parties agreed that the primary source of noise along Leprino's west property line is the refrigeration units on the rail cars. Although previous readings found no evidence that Leprino is in violation of its 1994 noise exemption, the Van Lehns believe that the rail cars may be emitting lower frequency noise that is penetrating the barriers and the homes and is the cause of their noise concern.

To address this concern, BBA submitted a proposal. Staff reviewed the scope of services with Brian and Leanne Van Lehn. The Van Lehns agreed the scope of work covers their concerns, and also agreed with the number of locations for the noise readings. The noise readings will be coordinated with the Van Lehns availability and shall take place when four rail cars are present with each of their refrigeration units running, when most, if not all, refrigeration units are on the south end of the rail cars and at two specific locations along the residential property line where the Van Lehns perceive the noise from the rail cars to be the loudest. One location will be directly west of the rail cars near the closest residential property to the parked rail cars; the other location will be along the Van Lehns' property line with the rail property. An additional noise reading will be taken inside the Van Lehns' home. The readings will include a

standard A-Weighted noise reading as well as an analysis of the various frequencies compiling the reading.

The proposal also includes the identification of potential mitigation measures that could be employed to reduce additional noise exposure to the residential property line from the rail car refrigeration units. As BBA identifies potential noise mitigation measures, BBA will help City staff estimate costs of potential mitigation measures by identifying specialized equipment or material so that reasonable cost estimates of potential mitigation measures may be obtained.

The cost of the proposed work is \$10,000. The source of the funds for the professional services would be from the City's General Fund. The General Fund operating budget deficit in FY10-11 is expected to be \$4.8 million. This proposal would add another \$10,000 to that deficit.

Although the financial impact is relatively small, there are significant policy implications for the City. There is no legal or policy imperative for the City to resolve a private issue with public funds. The City has a legitimate rationale to abandon this issue.

Mayor Pro Tem Maciel stated he reluctantly agreed to spend up to \$10,000 to triple check the data that is available. Mayor Pro Tem Maciel asked if this was within the City's realm of authority. Mr. Malik indicated this action was over and above what is required by the noise ordinance. Mayor Pro Tem Maciel stated if that was the case, where are we. Mr. Malik indicated the consultant will look at noises/vibrations that emit a lower frequency and/or vibration to the neighboring homes.

Mayor Pro Tem Maciel indicated he believed the City has lived up to expectations and more and was concerned that the City was headed into un-chartered territory.

Council Member Elliott asked if the 65 decibel standard was a nationally accepted standard. Alan Bell, Senior Planner, stated there are no national published standards, but there are state agencies that publish guidelines that cities can use for reference. Mr. Bell provided further history regarding the Leprino noise exemption for up to 67 decibels.

Council Member Elliott asked how many times Code Enforcement staff had taken readings. Ana Contreras, Community Preservation Manager, stated a couple of dozen times. Council Member Elliott asked if there was any reason to expect that the City's readings were incorrect. Ms. Contreras stated the City had used a fully calibrated instrument to take the readings.

In response to a question from Council Member Elliott regarding what the consultant would be doing differently, Mr. Malik responded the consultant would be doing a a-weighting for the noise, along with a noise frequency analysis.

Council Member Rickman asked for clarification regarding frequency. Mr. Malik indicated he believed the spectrum would be everything from 31 hertz and up.

Council Member Rickman asked if there were any state or federal standards to go by. Mr. Malik stated he was not aware of any other cities that use frequency to regulate their noise ordinance.

Council Member Rickman stated his concerns regarding being legally obligated to undergo this process for other residents.

Leon Churchill, City Manager, indicated the City has the right to address situations on a case by case basis and he did not believe it would set a precedent. Mr. Churchill stated he believed the City was compelled to find the answer and that the solution was a private one.

Council Member Abercrombie asked if staff and Council had addressed speeding situations in neighborhoods. Mr. Malik stated yes. Council Member Abercrombie stated the goal was to find the source of the noise. Mr. Sodergren stated that was his understanding of the scope of work.

Mayor Ives invited members of the public to address Council on the item.

Paul Miles, 1397 Mansfield Street, asked if there was an explicit length of time when the noise limit could not be exceeded. Mr. Bell stated a violation exists if the average sound level limit for a one hour period exceeds the sound level limit on three occasions in a 30 day period. Mr. Bell stated no violations were documented at this site for more than 15 or 30 minutes.

Council Member Rickman asked if the neighbors have been informed that the City is not obligated to fix any possible problem that exists. Mr. Malik stated staff has been working with Leprino and the Van Lehns.

Brian Van Lehn, 540 Winston Court, stated he is prepared to deal with what he has to deal with. Mr. Van Lehn further stated he cannot identify the problem to come up with the right fix. Mr. Van Lehn indicated he did not believe it was the City's responsibility to fix the problem; it would be up to Leprino to make repairs since their conditional use permit indicated their operations would not be detrimental to the well being of the neighbors.

Council Member Elliott stated the City started the year with a budget deficit and since this action would add to that deficit he was troubled as to why the City would use public funds on an individual issue such as this one.

Mayor Pro Tem Maciel indicated his concern was financial as well, adding the City had made a good faith effort investigating this issue.

Mayor Ives stated a business or residence is not supposed to violate an ordinance at any time and re-checking is the City's responsibility. The City does have a fiscal situation, but the City is required to serve its citizens and this will be the end of the issue. Mayor Ives indicated he was in favor of the proposal.

It was moved by Council Member Abercrombie and seconded by Mayor Ives to adopt Resolution 2011-018 accepting the proposal by Brown Buntin Associates and approving an appropriation of \$10,000 from the General Fund for the cost of professional services for evaluating noise emissions from the Leprino Foods processing operation located at 2401 N. MacArthur Drive. Roll call found Council Members Abercrombie, Rickman and Mayor Ives in favor; Council Member Elliott and Mayor Pro Tem Maciel opposed. Motion carried 3:2:0.

4. ADOPT A RESOLUTION ESTABLISHING THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE GUIDELINES AND BYLAWS - Maria Hurtado, Assistant City Manager, presented the staff report. Ms. Hurtado stated that on August 17, 2010, the Council adopted Ordinance 1151 imposing a transactions and use tax to be administered by the State Board of Equalization, enacting the transactions and use (sales) tax, if a majority of the electors approved the imposition of the tax. Section 6.28.180 of Ordinance 1151 states that the City Council will establish a five member Residents' Oversight Committee no later than March 1, 2011. On November 2, 2010, Tracy residents approved Measure E with 57.98% of the vote.

On December 21, 2010, Council discussed preliminary guidelines in seven areas, which included the application/recruitment process; term of service; meeting frequency; powers and duties; staff liaison appointment; qualifications for appointment; and selection of members.

Council recommended specific changes to five of the seven areas which are reflected in the Residents' Oversight Committee guidelines and by-laws.

1. Application/Recruitment Process

Council recommended that, in addition to using the current recruitment process for boards and commissions, the items listed below be implemented and, where appropriate, incorporated into the Residents' Oversight Committee guidelines and bylaws.

- A Press Release announcing the Committee vacancies, in addition to the normal posting requirements, will be released to the various media contacts
- An advertisement announcing the availability of the Committee vacancies will be purchased in the local newspaper
- An application will be placed on the City's website for 24/7 public access and easy downloading.

2. Term of Service

Council recommended that the term of service reflect the following change:

- Of the five members of the Committee first appointed three be appointed for a three-year term and two be appointed for a two-year term.

3. Meeting Frequency

Council discussed the meeting frequency and training needs of the Committee and recommended the following changes.

- The Residents' Oversight Committee will meet a minimum of four times a year, on a quarterly basis
- Additional meetings may be scheduled by the Committee, at its discretion
- Committee members' training needs will be considered and training will be provided to ensure their effectiveness in executing their duties, including, but not limited to, training provided by the Finance Director.

4. Staff Liaison Appointment

Council recommended that the following changes be incorporated in the guidelines and by-laws as appropriate:

- The staff liaison assigned to the Residents' Oversight Committee will be responsive to Committee requests for information, and
- At least one City staff person will attend all Residents' Oversight Committee meetings.

5. Powers and Duties

The Residents' Oversight Committee Member position is a volunteer, non-paid position whose roles and responsibilities will include the following:

- To serve in an advisory-only capacity to the City Council
- To provide oversight of the revenues and expenses pertaining to the portion of the sales tax generated by Measure E
- To review the annual independent financial audit of the City performed by an independent auditor on sections pertaining to the revenue and expenses related to the portion of the sales tax generated by Measure E
- To review other City financial reports pertaining to the revenue generated by and expenses related to the portion of the sales tax generated by Measure E revenue and expenses
- To provide Council with an annual written report
- Additional reports to Council can be provided to Council at the Commission's discretion (all reports must be in writing and agendaized pursuant to the Brown Act).

The Residents' Oversight Committee roles and responsibilities will not include the following:

- Oversight on Enterprise and other funds generated independent of Measure E;
- Decision-making on spending priorities;
- Reviewing Enterprise and, except to the extent necessary for the General Fund, other funds generated independently of Measure E.

The Measure E Residents' Oversight Committee's findings will be presented annually in a written report to the City Council. The City Council retains final authority in decisions for all aspects of the sales tax revenue.

After Council approves the Residents' Oversight Committee guidelines and By-Laws, residents will be notified of the Committee vacancies and the Council subcommittee will interview applicants before bringing its recommendations back to Council on Feb. 15th as listed below. Finally, additional research on the Measure E ballot question concludes a City residency requirement for the Oversight Committee. All meetings will be publicly noticed, open to the public and will provide opportunities for public comment.

Adoption of a Resolution Establishing the Measure E
Residents' Oversight Committee Guidelines and By-Laws

01/18/11

Notice to Residents of Committee Vacancies and
Begin Recruitment Process 01/19/11

Applicant Interviews by Council Subcommittee 2/8/11 – 2/14/11

Appointment of Measure E Residents' Oversight Committee
Members by Council 02/15/11

No fiscal impact is associated with Council adopting a resolution establishing the Residents' Oversight Committee guidelines and By-Laws.

Staff recommended that Council adopt a resolution establishing the Measure E Residents' Oversight Committee Guidelines and By-Laws.

Mayor Pro Tem Maciel indicated a member of the public who lives outside the city limits had enquired about serving on the committee. Ms. Hurtado stated the current By-Laws require residency within the City of Tracy. Ms. Hurtado stated Council does have some discretion, but staff recommended the member be a Tracy resident because the title states "resident" oversight committee. Ms. Hurtado added all meetings would be open to the public and anyone would be able to provide input.

Council Member Abercrombie asked if a press release would be published regarding the vacancies. Ms. Hurtado stated yes.

Council Member Abercrombie asked if the City pays for ads for vacancies on other boards and commissions. Ms. Hurtado stated no, but Council had requested this opening be advertised. Council Member Abercrombie asked how many letters of interest have been received. Ms. Hurtado stated approximately seven inquiries.

Mayor Ives referred to Attachment B regarding "additional reports" and suggested the wording be revised to reflect "at the Council and/or Committee's discretion".

Mayor Ives invited members of the public to address Council on the item. There was no one wishing to address Council on the item.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adopt Resolution 2001-019 establishing the Measure E Residents' Oversight Committee Guidelines and By-Laws as amended. Voice vote found all in favor; passed and so ordered. Voice vote found all in favor; passed and so ordered.

5. STAFF ITEMS

- A. That Council Discuss and Accept this Update Report by the Police Department Staff Regarding the Conditions of Criminal Conduct and Quality of Life Issues Resident or Perceived in the Central Downtown Business District - Lieutenant David Sant presented the staff report. Lt. Sant stated that the Police Department has been implementing the program as previously outlined to Council. Since November of 2010, staff has: Deployed the first Neighborhood Resource Officer for a minimum of 12 hours per week. The VIPS have initiated a minimum of 10 hours of Eyes and Ears patrol per week. Patrol has provided a minimum of 21 hours of patrol time per week. The second Neighborhood Resource Officer was

added on December 1, 2010, for an additional minimum of 12 hours per week. In addition, weekly, personal contacts with the merchants and business owners have been continued; specific crime/quality of life issues have been identified and resources applied; a Safety Survey of 89 business owners was conducted to use as a baseline of their perceived safety within the downtown business district.

In response to Council Member Maciel's request staff provided a short tutorial on the Calls for Service (CFS) workflow and resolution process. When a matter comes to the attention of the Police Department it is either from an observation of a police officer, known as "Officer Initiated Activity" or when it is based upon a complaint or request for service by a member of the community, known as "Citizen Initiated Activity". Regardless of the initiation method, all CFS's are routed to the Communications Center where they are evaluated and, if appropriate, entered into the Computer Aided Dispatch (CAD) system.

Once there, a prioritization protocol directs the nature and scope of response from the Police Department and a unique CFS number is associated with each event. The CFS is then assigned to an employee for resolution. Once the CFS is resolved by the employee, a disposition code is rendered as the closing authority. There are 23 such codes in the system to identify the CFS disposition. A representative sample of these codes is:

RDS: Service Rendered- usually no police report is taken or necessary.

UTL: Unable to Locate the source of the event or the complainant.

CIT: Citation issued (traffic enforcement).

MAL: An alarm residential/commercial response is adjudicated based upon a system malfunction.

RTF: Report To Follow. This code generates a police report.

ARR: An arrest that generates a police report.

IMP: Impound of an animal that generates a police report.

TOW: Tow of a vehicle that generates a police report.

As shown not all CFS's generate police reports. For FY 09/10, city wide, the Police Department generated over 62,933 CFS (roughly 175 per day) yet only 12,558 (34.5 per day) of those events, or roughly 20%, generated police reports.

It is important to note that the number of CFS's or reports taken is quantitative and not qualitative, thus bearing no reflection on the complexity of the call as it relates to the resources necessary to conclude the event. For example, a simple theft of a bicycle left on the sidewalk in front of a house may require one Community Service Officer and 20 minutes of time to generate one (1) CFS and one (1) report. At the same time, the Sandra Cantu investigation which required thousands of staff hours, involved numerous jurisdictions and required over a year to complete, also generated only one (1) CFS and one (1) report.

The CFS's were identified in the Downtown Business District from January 2007 to December 20, 2010. In those 16 quarters, TPD generated 9,384 calls averaging 586 CFS per quarter. The lowest period was the first quarter of 2010 (432) and the highest was the 4th quarter of 2010 (753).

In the two quarters before the downtown officer program was instituted there were 1,267 calls in the area averaging 633.5 per quarter or 211 per month. During the downtown officer assignment there were 6,903 call averaging 575.25 per quarter or 191 per month. In the two quarters since the downtown officer, there were 1,214 calls averaging 607 per quarter or 202 per month. This last quarter reflects increased activity due to the Downtown Security Initiative and police-generated calls for service.

The downtown safety survey was conducted from November 29 through December 3, 2010. There were nine points to the survey ranging from the type of business, how long it had been downtown, the hours most customers frequent establishments to the perception of how safety had increased or decreased since their business came to the downtown, what type of crime/blight issues were a concern and their overall sense of safety in the downtown business district.

The vast majority of businesses surveyed were professional or personal services oriented (over 80%) and with a customer base that frequents their businesses during daytime hours (73%). Regarding how long they have been established in the downtown, the highest single percentage of businesses have been here over nine years (46%), while the next highest grouping was two years or less (22%).

Safety issues of concern included Panhandling (23%), Graffiti (22%), Traffic Issues (11%), Illegal Dumping / trash (10%), Drug dealing (10%), Gang issues (9%), Unkempt / Abandoned buildings (6%), Street vendors (3%), Violent crime (3%), and Junk / Abandoned cars (2%).

When asked if they believed that safety had improved since they opened their business, 56% said yes, 19% said no, 7% said that it had remained the same and 18% did not respond.

The wrap up question was asked to determine the overall satisfaction with a merchant's sense of safety in the downtown. Seventy-two percent said that they were satisfied or very satisfied with safety. Nineteen percent had no opinion either way, and only 7% said they were dissatisfied or very dissatisfied with the safety downtown.

Over the next few months, the Police Department will continue to partnership with the community, merchants, other City Departments and allied law enforcement agencies to build upon the early initiative successes by:

- Continuing enhanced enforcement
- Increasing community education, as opportunities are presented
- Continuing one-on-one contacts with merchants and business owners
- Introducing the Business Watch program.
- Continuing the Eyes and Ears patrol
- Conducting a second Safety Survey within 90 days to further gauge progress

Staff recommended that Council accept the updated report related to activities in the Central Downtown Business District and remain receptive to further briefings as necessary or desired by Council.

Council Member Abercrombie asked for clarification regarding the business watch date. Lt. Sant stated it would be in February.

Council Member Abercrombie asked how many patrol officers were part of the plan. Lt. Sant stated all patrol was available to go downtown. Lt. Sant further explained that during each shift at least one officer would spend a minimum of one hour downtown which equates to a minimum of 21 and up to 30 hours per week.

Council Member Abercrombie asked what would be the effectiveness of having two full time officers downtown. Lt. Sant stated aside from the cost, it would include approximately 80 staff hours per week or less.

Council Member Elliott stated it was extremely important for police officers to interact with the business owners downtown and hoped that was one of the focuses. Lt. Sant stated it was a goal and a by-product of what was happening.

Council Member Elliott asked what Lt. Sant saw as the perception of relative safety compared to having a dedicated officer downtown vs. what is occurring now. Lt. Sant stated the perception is fairly good and most comments were supportive of police action.

Mayor Pro Tem Maciel asked if the police differentiated between gang graffiti and tagging. Lt. Sant stated it was reported as gang activity if it could be identified.

Mayor Ives asked about the downtown security initiative update and referred to the graph that showed before and after activity of the downtown officer. Lt. Sant explained that it was activities that generated a computer tracking log of something done by police response; not indicative of criminal activity. Mayor Ives asked what was indicative of criminal activity downtown. Lt. Sant stated it would take significant work with the crime analyst to drill down to specific information.

Mayor Ives invited members of the public to address Council on the item.

Dave Helm, 1000 Central Avenue, addressed Council regarding problems that started occurring after the elimination of the downtown officer. Mr. Helm stated there was a period of time where it didn't seem as though anything was being done. Mr. Helm added he was very satisfied with the department's current response. Mr. Helm did state he was concerned that the current efforts would not be sustainable, and that statistics about crime in the downtown were not provided. Mr. Helm further stated he could not see a plan. Lt. Sant indicated the Police Department did have a plan.

Council Member Rickman asked what time of day Police receives the most calls for service. Lt. Sant stated primarily between 8 a.m. and 6 p.m., with the largest amount of calls for security checks.

Mayor Pro Tem Maciel asked if the neighborhood resource officer program was temporary. Lt. Sant stated the neighborhood resource officer is a two year research program to see how it dovetails into the overall strategy. Mayor Pro

Tem Maciel asked if the directive to patrol officers to spend time downtown was temporary. Lt. Sant the focus time and required minimums were temporary, but the overall contact time that will be required is permanent.

Council Member Elliott stated there seemed to be a fairly high level of satisfaction with the current program and asked if that program was expected to continue. Lt. Sant stated some portions were temporary but that the neighborhood resource officer would be a permanent asset in the downtown.

Chief Thiessen added that the neighborhood resource officer was a two year pilot program that would be assessed to determine if those bodies were providing what was needed or if there was a need to shift focus to places throughout the city.

Mayor Ives asked if the contention of the department was that it will improve from this point forward. Lt. Sant stated he believed Council would see improvement from what was perceived at the end of November and additional improvement from here out.

Mayor Ives asked if the department had set a goal regarding crime downtown. Chief Thiessen stated most activity downtown was nuisance activity with the goal to eradicate it. Some areas were more problematic than others. Chief Thiessen added the Police Department may need assistance from Code Enforcement or the City Attorney's office to fully eradicate those problems.

Mayor Ives stated the citizens need to know that it is going to get better. The citizens need to be the gauge, not just downtown merchants. Mayor Ives further stated there needed to be some metric that shows improvement.

Council Member Abercrombie agreed that the Council needed to define what safety is in the downtown.

Mayor Pro Tem Maciel stated that when the Council sets goals it has to make sure there are realistic expectations.

Council Member Rickman asked if Code Enforcement and Police worked well together. Chief Thiessen stated yes. Council Member Rickman asked the Chief if they had been in contact with the City Attorney regarding specific properties. Chief Thiessen stated yes, and that they were trying to gain compliance from the property owners.

Council Member Elliott agreed that it was valuable to have a goal, but cautioned against an over reliance on statistics stating a large part of public safety is based on perception.

Mayor Ives asked what the next steps were. Lt. Sant responded to increase community awareness operations, query the business owners by March, continue current enforcement, and to check with Council on expectations. Mayor Ives asked Council for their thoughts on developing a poll.

Council Member Abercrombie responded questionnaires could be made available to participants of the Grand Theatre. Council Member Rickman stated it couldn't hurt. Mayor Pro Tem Maciel stated it would be a worthy endeavor. Council Member Elliott stated it might be worthwhile to find out what people think.

Mr. Churchill stated it was fortunate that the City had recent experience with surveying. The City knows that the process is a \$25,000 to \$30,000 endeavor. Mr. Churchill indicated that in an ideal situation you want both qualitative and quantitative analysis.

Mr. Helm stated he did not believe it was wise to spend between \$25,000 and \$30,000 on a survey.

Council accepted the report.

Mayor Pro Tem Maciel stated he was concerned that statistical information was called into question. Mayor Pro Tem Maciel stated the statistics can be relied upon; that the Police Department is successful and he believed the data was trustworthy.

- B. Acceptance of the City of Tracy's Violent Crime and Gang Suppression Plan - Lt. Greg Farmanian presented the staff report. Lt. Farmanian stated that the first and most immediate emphasis for the Violent Crime and Gang Suppression Plan is enforcement. This includes policing tactics and strategies wherein the Police Department's field operations teams will increase visibility, police presence, enforce violations of law and identify people involved in suspected criminal or gang related activity. The Gang and Narcotics Enforcement Team, a two officer patrol unit, with assistance from the two Neighborhood Resource Officers, and all six patrol teams will focus on suppressing violent crime and gang related activity. The three School Resource Officers will continue to work closely with students, parents and school officials to identify and take appropriate action on school campuses in the city. These efforts are expected to result in a marked decrease in visible gang related activity and a decrease in violent criminal behavior. The Police Department has experience as recent as one year ago that suggests these strategies are effective. The Police Department will continue to work with other area law enforcement agencies, the City Attorney's Office, the San Joaquin County District Attorney's Office and County Probation to identify and implement specific strategies within the criminal justice environment to achieve both short and long-term results that decrease crime and the fear of crime in Tracy. Any budgetary implications will be analyzed and proposed as part of the FY 2011-12 budget process.

The three other components of this comprehensive plan intervention, prevention and communication rely on support and involvement of other City, County and community entities. Long term success at detecting, deterring and disrupting criminal and gang related activity cannot be achieved just through enforcement and suppression efforts. While the Police Department desires to be a partner in prevention, intervention and education efforts, that is not the primary purpose, nor should it be the focus, of a local law enforcement agency. Lt. Farmanian suggested the City needs to reexamine its partnerships with other community

resources and determine expected outcomes from service providers funded in whole, or in part, by the City.

Intervention strategies include working with property owners in specific locations to reduce known gang activity. The Tracy Police Department will enlist the help of other city staff and the community to address graffiti clean up, crime and disorder in blighted areas and to provide services to families struggling with the impacts of violent crime and/or gang involvement. The Tracy Police Department will work closely with community resources identified as service providers through the Mayor's Community Youth Support Network to match individual and family needs with specific resource providers. The police department continues to research strategies used by other cities with similar gang demographics to identify best practices. Another component of intervention involves working closely with school officials and parents to identify youth who are involved in gang activity or at risk of becoming involved in gang activity and providing information, education and resources to curb this involvement.

Prevention is grounded in education and requires the involvement of the community and their willingness to take ownership for themselves and others. The Police Department will focus crime prevention strategies based on neighborhood needs and crime data. Creating a support system within neighborhoods is the responsibility of residents and business owners. A critical component of deterring and preventing criminal activity in a defined area first involves a neighborhood assessment to determine what has and is occurring, followed by development and implementation of specific strategies designed to bring about the greatest benefit at the least cost. The final step is evaluating the level of success in reducing and preventing crime and adjusting strategies as needed to achieve desired outcomes.

Communication focuses on sharing information within the Police Department to ensure a coordinated and effective response as well as dialoging on a regular and concerted basis with community partners and residents. To this end, the Police Department has, and will continue to present educational information for presentations at service clubs, community meetings, school assemblies and parent/teacher forums. The Department's public information officer will work with local media and Channel 26 to publish and/or broadcast information to assist the community in understanding crime rates and crime statistics, identify gang involvement, report criminal activity, and prevent crime. Currently, anyone with information on criminal activity can call 911 in cases of emergency; 209-831-6648 for non-emergency gang related information; or email gangtip@ci.tracy.ca.us. Additionally, the Tracy Police Department accepts and provides information through tip411, Nixle (a free subscription service for information, Twitter and Facebook).

The City's Police Department is analyzing staffing availability and projected overtime costs for 2011. It is anticipated that a mid-year budget allocation of approximately \$120,000 will be requested to fund officer overtime for the remainder of fiscal year 10/11, and an additional one time \$5,000 for clerical assistance overtime to update the Tracy Police Department's gang database. Staff recommended that City Council accept the report and provide direction to City staff.

Mayor Pro Tem Maciel asked if the Police Department had the resources for this plan. Lt. Farmanian stated for the remainder of the fiscal year they would request \$125,000 in overtime costs and \$5,000 for clerical staff to input the data. Mayor Pro Tem Maciel asked if that would be to catch up and maintain the plan. Lt. Farmanian stated it was to catch up with no additional costs to maintain.

Council Member Elliott asked for clarification regarding prevention education for third through sixth grade. Lt. Farmanian stated it was currently being done through D.A.R.E. Service providers focus on those grade levels, and that MCYSN was a very important component.

Mayor Pro Tem Maciel asked if the funding was in place for this program. Ms. Hurtado stated MCYSN has \$200,000 in place to award to several non-profits that provide intervention services. Ms. Hurtado stated the intervention programs were doing their part to help the police while they focus on suppression.

Council Member Rickman asked if the City has a gang problem. Chief Thiessen stated yes. Council Member Rickman asked if there was a problem, why it took Council to put this item on the agenda. Chief Thiessen stated she disagreed; that the Police deal with gangs on a regular basis. Chief Thiessen stated the long term history of gang activity in Tracy is that it goes in cycles.

Council Member Rickman stated the entire department had to be involved in gang activity. Chief Thiessen stated the bulk of what officers focus on is service calls and responding to violent crime. Chief Thiessen added street officers and patrol officers are making the initial contact.

Council Member Rickman stated the Chief needed to be proactive, the program long term, and not just to appease Council or the public temporarily. Chief Thiessen stated it would for as long as Council continues to fund the resources that the Police Department needs for enforcement.

Council Member Rickman stated he was concerned that gang activity will decrease because of saturation, but stated he wanted to see buy in from everybody.

Chief Thiessen stated many of the people involved are unwilling to help in identifying the individuals doing crimes because of gang affiliation. Chief Thiessen further stated there will always be some level of gang activity in the City. The police do everything they can to stay on top of it, but currently there is a lot of retaliation going on.

Council Member Rickman stated something is not working; fear is increasing in the City and it is unacceptable.

Mayor Ives asked if Council Member Rickman was satisfied with what was being proposed. Council Member Rickman stated he was concerned about spending a lot of money for a program that will only last three or four months and the problem doesn't go away.

Mr. Churchill stated the fiscal year 2011/12 budget will include the resources to do what is proposed on an annual basis, for an indefinite period.

Council Member Rickman asked the City Manager what his plan was. Mr. Churchill stated he goes into the community regularly, and that the problems are what the community thinks they are. Mr. Churchill stated he understands that the gang issue is a heightened issue and that the City is responding accordingly, while balancing all of the other resources and priorities of the City.

Council Member Abercrombie asked if the Police Department had contacted the District Attorney's office to discuss this strategy. Lt. Farmanian stated on a routine basis. Chief Thiessen stated that was part of her discussions with District Attorney Jim Willet, and Larry Ferraria, Chief of the District Attorney Investigators.

Council Member Abercrombie asked if part of the plan included reaching out to rotary clubs and non-profit organizations. Lt. Farmanian stated yes.

Mayor Ives invited members of the public to address Council on the item.

Robert Tanner, 1371 Rusher Street, asked how many types of gangs were in the City, had the number gone down in the last year, and what was the count of documented gang members. Lt. Farmanian stated the numbers have gone up slightly. There are approximately 525 documented nortenos and 125 documented surenos.

Council Member Abercrombie asked if "hit and run" types of crimes have been on the rise. Lt. Farmanian stated yes, they have been on the rise. Lt. Farmanian clarified that the documented gang members were not necessarily residents of the City, but come into Tracy from neighboring cities.

Council Member Abercrombie asked how much gang enforcement the surrounding cities were involved in. Lt. Farmanian stated the City of Manteca does not currently have a gang unit, and the City of Stockton has dissolved one of their units.

Council Member Rickman apologized to Chief Thiessen if it felt like he was attacking her. Council Member Rickman stated he would like to see a long-term plan. Chief Thiessen stated she understood.

Mayor Pro Tem Maciel stated as a Council realistic goals need to be set. Mayor Pro Tem Maciel thanked Chief Thiessen for the report.

Council Member Elliott stated the gang problem was key to the perception of safety. Council Member Elliott asked what kind of liaison or sharing of information does Tracy have with surrounding cities. Lt. Farmanian stated the City has a system called Cal Gangs that allows various cities to look at shared information, especially when dealing with a gang enhancement type case. Mayor Ives thanked staff for coming up with a plan. Mayor Ives stressed that this plan worked quite well last year and believed it would work again. Mayor Ives stated the difference is that Council will continue to monitor the situation until it is

made better and better. Mayor Ives stated the City needed to continue its efforts on prevention and intervention.

Council accepted the report.

6. ITEMS FROM THE AUDIENCE – None.
7. COUNCIL ITEMS - None
8. ADJOURNMENT - It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adjourn. Voice vote found all in favor; passed and so ordered. Time - 9:45 p.m.

The above agenda was posted at the Tracy City Hall on January 13, 2011. The above are summary minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

March 1, 2011, 5:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 5:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE - None
4. CLOSED SESSION –
 - I. Special Joint City Council/Community Development Agency Meeting Real Property Negotiations (Govt. Code section 54956.8)
 - A. Property Location: 741 and 729 Central Avenue (APN #235-068-06)
Negotiator(s) for the City/Agency Ursula Luna-Reynosa, Economic Development Director
Negotiating Parties: Fahd Olomari and Steve Nicolaou
Under Negotiation: Price and terms of payment for the purchase of the property
 - B. Property Location: The approximately 21.6 acres of land situated at the north-west corner of Central Avenue and Sixth Street (APN #s 235-150-06, 235-150-23, and 235-150-24)
Negotiator(s) for the City/Agency Ursula Luna-Reynosa, Economic Development Director
Negotiating Parties: Representatives of Union Pacific Railroad
Under Negotiation: Price and terms of payment for the purchase of the property
 - II. Special City Council Meeting
 - A. Pending Litigation (Gov. Code section 54956.9(b))
 - *TRAQC v. City of Tracy, et al.*
(San Joaquin County Superior Court Case No. 39-2008-00201854-CU-WM-STK)

- *City of Tracy v. California State Water Resources Control Board* (Sacramento County Superior Court Case No. 39-2009-80000392-CU-WM-GDS)
- Claim of Juan "John" Espinoza

B. Labor Negotiations (Gov. Code section 54957.6)

- Employee Organizations:
Tracy Firefighters' Association
Teamsters Local 439, IBT
Tracy Mid-Manager's Bargaining Unit
Confidential Mid-Manager's
Technical and Support Services Unit
- City's designated representatives: R. Leon Churchill, Jr., City Manager; Maria Olvera, Director of Human Resources; and Zane Johnston, Finance and Administrative Services Director

5. MOTION TO RECESS TO CLOSED SESSION – Council Member Abercrombie motioned to recess the meeting to closed session at 5:01 p.m. Mayor Pro Tem Maciel seconded the motion. Voice vote found all in favor; passed and so ordered.

Dan Sodergren, City Attorney, stated that Andrew Malik, Director of Development and Engineering Services, would join closed session as an additional city representative for the real property negotiations related to 741 and 729 Central Avenue, (APN #235-068-06), and the approximately 21.6 acres of land situated at the north-west corner of Central Avenue and Sixth Street, (APN #s 235-150-06, 235-150-23, and 235-150-24).

6. RECONVENE TO OPEN SESSION – Mayor Ives reconvened the meeting into open session at 6:58 p.m.
7. REPORT OF FINAL ACTION – None.
8. ADJOURNMENT – It was moved by Mayor Pro Tem Maciel and seconded by Mayor Ives to adjourn. Voice vote found all in favor; passed and so ordered. Time: 6:58 p.m.

The agenda was posted at City Hall on February 24, 2011. The above are summary minutes.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

AUTHORIZATION TO ENTER INTO A MASTER PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT AND AUTHORIZATION FOR THE MAYOR TO SIGN THE AGREEMENT

EXECUTIVE SUMMARY

Staff is recommending that a Professional Services Agreement be issued to Willdan Financial Services (Willdan) for administration services for the Tracy Consolidated Landscape Maintenance District (LMD). The services include the annual preparation and certification of the LMD Engineer's Report and levy, District annexations, formations, reorganizations, dissolutions, and financial analyses.

Of the three qualified respondents to the City's formal Request for Proposals for the aforementioned services, Willdan's proposed fee is the most competitive: \$17,500¹ per year for the annual Engineer's Report and administration (for the term of the proposed three-year Agreement); a range of \$5,000-\$50,000 for annexations, district formations/dissolutions, and financial analyses, depending upon the number of parcels and complexity of each action.

DISCUSSION

On December 22, 2010, staff issued a formal Request for Proposals for administration services for the Tracy Consolidated Landscape Maintenance District (LMD) due to the recent expiration of Willdan Financial Services' (Willdan) Agreement with the City. The services include the annual preparation and certification of the LMD Engineer's Report and levy, District annexations, formations, reorganizations, dissolutions, and financial analyses. Of the seven parties that enquired, three qualified firms responded.

Willdan (formerly Muni-Financial), which has provided services for the City since 1994² is the most financially competitive of the respondents. The proposed fee of \$17,500 for the annual Engineer's Report and routine administration is less than the other respondents' proposed fees (\$44,000 and \$24,500). Additionally, the fees for other LMD services have not increased significantly and are competitive with the other respondents' fees.

Considering Willdan's historical knowledge of the City's consolidated LMD and other financial structures, staff recommends entering into a Master Professional Services Agreement for an initial term of three years with the option to extend the Agreement for three additional one-year terms.

¹ This excludes direct expenses which are capped at \$500 per year.

² Willdan has performed services for the City's LMD since 2002.

STRATEGIC PLAN

This agenda item supports the organizational effectiveness strategic plan and specifically supports the following goal and objectives:

Goal 3: Preserve and maintain existing community assets

Objective 3a: To fund maintenance and replacement of community amenities

FISCAL IMPACT

The annual, routine LMD administrative services (Engineer's Report preparation and associated responsibilities) are paid for by assessments levied in the District and by the proportionate fair share of the General Fund (for Zone 38, Eleventh Street) and Storm Drainage Fund (for Zone 39, channel ways). The costs of annexation and formation services are paid by the property owner(s) requesting annexation into the LMD or requesting the formation of a new LMD.

RECOMMENDATION

That the City Council, by resolution, authorize a Master Professional Services Agreement with Willdan Financial Services to provide administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District; authorize the Mayor to sign the Agreement; authorize the City Manager to issue Task Orders as services are necessary and authorize the City Manager execute amendments, at his or her discretion, to extend the initial term of the Agreement for up to three one-year terms.

Attachment: Master Professional Services Agreement

Prepared by: Anne Bell, Management Analyst II

Reviewed by: Kevin Tobeck, Director of Public Works

Approved by: R. Leon Churchill Jr., City Manager

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT
FOR ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and WILLDAN FINANCIAL SERVICES, a California Corporation (hereinafter "CONSULTANT").

RECITALS

- A.** On December 22, 2010, the City issued a Request for Qualifications and Proposals for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District (hereinafter "Project").
- B.** On January 25, 2011 Consultant submitted its proposal for the Project to the City. After negotiations between the City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C.** On March 15, 2011 the City Council authorized the execution of this Agreement, pursuant to Resolution No. _____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. SCOPE OF SERVICES.** Upon CITY and CONSULTANT executing Task Orders detailing the specific scope of work for each service, CONSULTANT shall perform the services generally described in Exhibit "A" attached hereto and incorporated herein 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 Representatives: Project Managers Stacey Reynolds and Marc Grijalva (District Administration); Jim McGuire, District Formations, and Proposition 218 balloting; Senior Analysts Pauline Nguyen (District Administration) and Jennifer Jones (District Formation); and Richard L. Kopecky, PE (Assessment Engineer). CONSULTANT shall not replace its Authorized Representatives, nor shall CONSULTANT use any subcontractor or subconsultants, without the prior written consent of the CITY.
- 2. TERM OF AGREEMENT.** The term of the Agreement shall be from the date that both parties have signed the Agreement through December 31, 2014. The Agreement may be extended by the CITY's City Manager for three additional one-year terms at the City Manager's discretion.

**CITY OF TRACY – MASTER PROFESSIONAL SERVICES AGREEMENT
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- 3. TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be commenced 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.
- 4. 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 whatsoever, unless the CITY provides prior written authorization to CONSULTANT.
- 5. 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. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.
- 6. COMPENSATION.**

 - 6.1** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," and Not to Exceed the amounts set forth in each individual Task Order. CONSULTANT's billing rates, and Not To Exceed amounts, shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amounts without the prior written approval of the CITY.
 - 6.2** CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
 - 6.3** Within thirty 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.
- 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

**CITY OF TRACY – MASTER PROFESSIONAL SERVICES AGREEMENT
ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

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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. CITY'S reuse of such materials for any purpose other than the original purpose of the Agreement shall be at the sole risk of the CITY.

9. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

10. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liability, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of CONSULTANT's performance of services under this Agreement.

11. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

12. **INSURANCE.**
 - 12.1 **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 herein.
 - 12.2 **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.
 - 12.3. **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.
 - 12.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - 12.5. **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.
 - 12.6. **Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:

**CITY OF TRACY – MASTER PROFESSIONAL SERVICES AGREEMENT
ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

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12.6.1 The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

12.6.2 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.

12.7. Notice of Cancellation. CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty days prior written notice to the CITY should the policy be canceled before the expiration date; ten days notice if cancellation is due to any nonpayment of premium. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

12.8. 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.

12.9. Insurance Certificate. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, no later than five days after the execution of this Agreement.

12.10. Substitute Certificates. No later than thirty days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.

12.11. 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.

13. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’s duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

14. NOTICES.

14.1. 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 respective party as follows:

**CITY OF TRACY – MASTER PROFESSIONAL SERVICES AGREEMENT
ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

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To CITY:

Public Works Director
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To CONSULTANT:

Stacey Reynolds, Project Manager
Willdan Financial Services
27368 Via Industria, Suite 110
Temecula, CA 92590

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

14.2. 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 following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

16. 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.

17. SEVERABILITY. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

18. 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.

19. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

20. COMPLIANCE WITH THE LAW. CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

**CITY OF TRACY – MASTER PROFESSIONAL SERVICES AGREEMENT
ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

Page 6 of 6

21. 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.

22. 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 (if CONSULTANT provides a single representative's signature, a corporate resolution certifying authorized signatory must be attached herewith). This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

CONSULTANT
WILLDAN FINANCIAL SERVICES

By: Brent H. Ives
Title: Mayor

By: Mark J. Rigco
Title: Senior Vice President

Date: _____

Date: March 7, 2011
Fed. Employer ID No. 33-0302345

Attest:

By: Sandra Edwards
Title: CITY CLERK

Date: _____

Approved As To Form:

By: Daniel G. Sodergren
Title: CITY ATTORNEY

Date: _____

Exhibit "A"

Scope of Services

The Scope of Services is separated into the six objectives as identified in the Scope of Services section of the City of Tracy's Request for Qualifications and Proposals for Financial Services for Administrative, Engineering, and Financial Services for The Tracy Consolidated Landscape Maintenance District. Each scope is described in detail by task. Willdan will work with the City to tailor specific scope based on input prior to approval of each Task Order, and as needed during the course of the project(s).

"All Hands" Project Kick-off Meeting(s)

Willdan will kick-off the tasks identified below under Objectives One, Two, Three and Six by holding an "all hands meeting" at City offices, or via conference call, to discuss the various elements of the project(s) and develop an initial strategy and course of action to address the City's needs. This meeting should include all City staff members to be directly involved in the project as well as all primary Willdan Team members. The primary focus of this meeting is to identify key personnel that will be involved in the overall project and establish effective lines of communication. This meeting will likely include specific discussions of the City's goals and priorities; policy, legal and political considerations; project timelines; budget information; City organizational structure; and availability and access to pertinent documentation and data.

1. Annual Engineer's Report Preparation and Levying of Assessments

Willdan will perform the following services to address the annual administration of the City's Consolidated Landscaping Maintenance District:

1. Prepare a levy timeline, including key dates and timeframes for pertinent tasks throughout the year using a computer-based model that develops a project timeline that conforms to state laws regarding annual Assessment District levies, including Proposition 218 and the Landscaping and Lighting Act of 1972 requirements.
2. Gather and review the existing district assessment diagrams, maps and parcel information to determine the specific areas of maintenance and benefit within the District. Research and gather data for any annexations or zone changes to add to the existing District.
3. Review the District budgets provided by the City, and coordinate with City staff to assist with accurate cost recovery accounting. Assist City staff with incorporating the actual maintenance costs into the District budget to achieve maximum cost-to-benefit equity.
4. Prepare and maintain a parcel database using the parcel information from the current County Assessor's data and information. Willdan will purchase the County Assessor's secured roll and will enhance the data through parcel research and annexation information provided by the City.
5. Prepare (in accordance with the Landscaping and Lighting Act of 1972, and Proposition 218) an annual Engineer's Report for the City's 1972 Act District. This report will include the following:
 - A brief history of the District and changes to the district structure, including proposed annexations and modifications to the Zones;
 - Description of the Zones, boundaries and improvements within the District;
 - Proposed improvements and associated benefits assessed within the District;
 - The Method of spread;
 - Budget estimates of costs for maintenance of improvements;
 - A listing of parcels within the District, and their proposed assessment amounts;
 - Boundary diagrams/assessment diagram and/or related maps that define the boundaries of the District; and

Exhibit "A"

Scope of Services

- Certification proving that a registered professional engineer has reviewed the Engineer's Report.
- 6. Provide two (2) copies of the draft Engineer's Report for review, and two (2) copies of the approved Engineer's Report, including one (1) bound copy of the collection roll. Additional copies will be provided upon request.
- 7. Prepare resolutions. The City acknowledges that the City Attorney will review all resolutions for form and content before they are presented to Council.
- 8. Be available for in-person meetings to discuss the District and budgets. As part of the typical levy timeline, and as kick-off for the annual administration process, meetings are scheduled in January or February of each year. Willdan will also attend City public meetings, workshops, and/or Public Hearings; and be available to answer questions, as requested by staff.
- 9. Provide assessments for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
- 10. Provide the City with a levy summary comparing budget amounts to the actual applied levy. This levy summary will include one (1) bound copy of the final applied levy listing for each parcel in the District and include an electronic file in Excel.
- 11. Act as primary contact, at the discretion of the City, to answer property owner questions regarding their special assessments, general Assessment District information, noticing procedures, and tax bills. Willdan's toll free telephone number will be included on tax bills for property owners to call with questions.

Client Responsibilities

To assist the Willdan Team with the annual district administration services identified in Objective 1 of the RFP, the City of Tracy will provide the following information and/or services:

- The budget for the current fiscal year; and
- List of new improvements to be included in the district(s)/zones.

2. Parcel Annexations, District Formations, Re-organization, or Dissolution

The following work plan, prepared in response to Objective 2 of the RFP Scope of Services, is separated into two parts. Steps necessary to form a new 1972 Act district or annex to an existing 1972 Act district are presented first. The tasks specific to the re-organization or dissolution of an existing district are presented second.

Parcel Annexation and District Formation

Willdan will perform the following tasks related to the annexation of parcels to the City's existing landscape Maintenance and/or Lighting District(s), or the formation of new 1972 Act Districts within the City of Tracy. Unless otherwise noted tasks numbered 2.1 through 2.6 are identical for each individual formation or annexation:

Task 2.1: Develop/Update the Parcel Database

Objective: Develop/update the City of Tracy's assessment database for the affected properties that will be used for the noticing and balloting process outlined in Objective 4.

Description: Dependent upon the specifics of the project, formation of a new district or the annexation of parcels to an existing district, Willdan will develop a parcel database for affected

Exhibit "A"

Scope of Services

properties and update the database currently utilized in the administration of the City's District. It will be necessary to input relevant, current property characteristics that are necessary for the application of the proposed assessment methodology, as well as current property owner information. Once this data is complete, the proposed assessment methodology and budget can be applied to determine the actual parcel assessment amounts, and produce the assessment roll used for the noticing and balloting.

Meetings: None.

Deliverables: None.

Task 2.2: Develop Proposed Budget

Objective: Prepare a comprehensive annual budget and corresponding assessment rates that are structured to achieve maximum cost-to-benefit equity for each property within the district, and ensure the long-term financial stability of those improvements.

Description: Work with City staff to prepare an appropriate annual budget for the improvements. The budgets will be developed utilizing standard per unit costs for calculating annual expenses associated with the various improvements; specific cost estimates provided by the City; estimates of periodic maintenance expenditures; long-term repair and rehabilitation costs; applicable capital improvement expenditures; administration expenses; and any other funding deemed appropriate to provide the improvements. The proposed budget and assessments will also identify and include an appropriate inflationary adjustment (cost of living adjustment) applicable to future assessments.

Meetings: None.

Deliverables: Summary of the budget.

Task 2.3: Review Benefits/Services, Complete Benefit Analysis, Verify Assessment Methodology

Objective: Review the improvements and services that are to be funded by the assessment and the areas and properties to be served in order to verify the existing special/general benefit nexus and assessment methodology is consistent with current case law.

Description: Review the improvement plans for the provision of services, maintenance, rehabilitation and related expenses, in order to verify the benefit relationships between these improvements and services and the properties that will ultimately be assessed.

Applicable assessment law and the California Constitution require that we firmly establish a special benefit nexus between the properties that will be assessed and the services being provided. Based on Willdan's findings during the analysis in this task, keeping within the established legal and legislative limitations, and accounting for the ramifications of current court decisions, Willdan will identify and implement any necessary modifications to the assessment methodology, currently utilized for district assessments, to ensure a reasonable and defensible special benefit nexus for the assessments. Although we do not expect the proposed method of apportionment to deviate significantly from the methodology currently utilized for the existing District, changing legislation and court decisions may warrant some modifications. We will also evaluate applicable levels of general benefit, and include an allowance for this in the analysis, and ultimately in the assessment methodology. The objective of the final methodology will be to: clearly identify special and general benefit as it relates to the properties being balloted; develop appropriate, fair and equitable assessment rates for various types of affected property;

Exhibit “A” Scope of Services

provide a reliable and defensible funding source for current needs; and ensure that this source will meet the future fiscal needs of the City with regard to these services.

For annexations to existing district zones, it is anticipated that the parcels being annexed will be incorporated into the Zone at the same assessment rate and method of apportionment. However, it may be necessary to annex these properties to the District as a new Zone or consider re-balloting the entire Zone as part of the process.

Meetings: None.

Deliverables: None.

Task 2.4: Prepare Engineer’s Report

Objective: Prepare an Engineer’s Report based on the information gathered and in line with the City’s criteria for ongoing maintenance.

Description: Based on the findings and results of Tasks 2.1 through 2.3 an Engineer’s Report will be prepared. This report will include the elements listed below.

- An overview of the district formation or annexation.
- A general description of the plans and specifications for the improvements within the district formation or annexation, while referencing the improvement details on file in the City’s Public Works Department.
- An estimate of improvement costs for the fiscal year. This information will be provided in a table format that will identify pertinent expenses and revenue used to determine the annual assessments for the district formation or annexation, including identification of direct maintenance costs and incidental expenses.
- A description of the boundaries and map of the district or annexation boundaries.
- A description of the Method of Assessment (assessment calculation), including identification and discussion of benefit findings.
- An assessment of the estimated costs to each parcel (proposed assessments) presented as an appendix to the report or as a separate exhibit listing each parcel and proposed assessment for the fiscal year in which the report is prepared.
- An affidavit stating that a professional engineer has prepared the report.

Meetings: None.

Deliverables: One (1) draft Engineer’s Report for review by City staff. After receiving all edits and comments from City staff, Willdan will prepare and submit a final draft of the Report for Council action.

Depending on the timing of annexation proceedings, a separate Engineer’s Report may be prepared for the annexation or incorporated as part of the annual Engineer’s Report, with the balloting proceedings being incorporated into the annual timeline. If a separate Report is prepared, it will be modified to include only the information necessary to conduct the balloting. Upon the successful annexation ballot proceedings, the details of that annexation will be incorporated into the next annual Engineer’s Report.

Task 2.5: Prepare Resolutions and Notices and Ballots

Objective: For each formation/annexation project, Willdan will prepare draft resolutions, notices and ballots for the City’s review and comment, as outlined by tasks in Sections 4 and 5, pursuant to the City’s RFP Scope of Services Objective 4 (Balloting Services) and Objective 5 (Preparation of Staff Reports and Resolutions). Upon receipt of all City edits

Exhibit "A" Scope of Services

and comments Willdan will prepare a final version of each document to be implemented in the formation/annexation proceedings.

Task 2.6: Attend City Council Sessions

Objectives: At the City's request, Willdan will attend the initial City Council Intent Meeting and/or Public Hearing to be available to answer technical questions posed by Council members and the public.

Description: The Willdan project manager will attend the Council meeting(s) regarding the district formation/annexation. The purpose of the Intent Meeting is to initiate the formation/annexation process and call for the Public Hearing. In addition to serving as technical support during the Public Hearing, the Willdan project manager will assist with the tabulation of ballots, as needed.

Meetings: Attendance at up to two (2) City Council meetings related to district formation or annexation.

Deliverables: Please see Task 4.3.

Exhibit "A"

Scope of Services

Re-organization

The tasks below outline the processes to determine the feasibility of a district re-organization (Tasks 2.7 through 2.9). These services will be performed upon the City's request. Because such projects may be isolated to a specific zone or more inclusive (incorporating multiple Zones, the entire District or City) a more detailed work plan and fee will be discussed with City staff and provided for review and approval before work begins.

Task 2.7: Strategy Meeting

Objective: Discuss the various elements of the re-organization project and develop an initial strategy and course of action to address the City's needs.

Description: A strategy meeting at City offices will be held to discuss the specifics of the City of Tracy's 1972 Act re-organization project and outline possible approaches and strategies. This meeting should include all City staff members to be directly involved in the project, as well as all primary Willdan Team members. The primary focus of this meeting is to identify key personnel that will be involved in the overall project and establish effective lines of communication. This meeting will include specific discussions of the City's goals and priorities; policy, legal and political considerations; project timelines; budget information; City organizational structure; and availability and access to pertinent documentation and data.

Meetings: One (1) all-hands strategy meeting in the City of Tracy.

Deliverables: Based on discussions at this meeting, a preliminary timeline will be prepared and provided to the City, and if not previously provided, a final scope of services and fee, based on the Master Agreement's fee schedule, will be provided for the specific project.

Task 2.8: Develop Possible Revised District Re-organization

Objective: Identify appropriate restructuring (reorganization/consolidation) of the existing districts/zones based on applicable legislative authority. Develop an appropriate district structure and assessment methodology model, and identify resulting potential assessment ranges and key issues for consideration.

Description: To quantify the best options for implementing potential changes to the districts and assessments the following efforts may be necessary: identification of potential issues (legislative and benefit); identification of shared or like improvements and services; and variations in the current assessment methodologies and assessment rates for those improvements and services.

Upon evaluation of the improvements and benefit, Willdan will review and develop restructuring and assessment models that may be considered by the City for potential changes to the existing district organization and assessments. The goal of this evaluation and assessment modeling is to identify:

- Issues related to the legislative authority to provide the various improvements (i.e. districts formed pursuant to a particular legislative Act that fund improvements not specifically authorized by that Act);

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Scope of Services

- Alternatives for restructuring or reorganization of the district(s) to ensure consistency with applicable legislative authority and current case law;
- Improvements and/or services for which the cost allocations may require modification to meet the more stringent special benefit nexus requirements of current case law;
- An overall sense of the City's proportional general benefit obligation for the various improvements and services;
- Potential issues related to special benefit or inconsistencies in the application of special benefit (inconsistent assessment methodologies);
- A general sense of the possible assessment changes that may be associated with changes in the district structure and/or assessment methodologies; and
- This preliminary district and assessment modeling is not intended to be a refined development and evaluation of the potential assessments, but rather a broader overview to use for comparison and discussion of the various changes that may be required to ensure the legal application and integrity of the districts and assessments.

Meetings: One (1) meeting with City staff to discuss these preliminary findings and recommendations.

Deliverables: A summary of the findings, recommendations and conclusions from Willdan's review and analysis in this task will be presented in a Technical Memorandum submitted to City staff.

Task 2.9: Prepare a Technical Memorandum

Objective: Provide the City with a memorandum that will outline possible options to the City so that they are comfortable with the recommendations, and can make an informed decision regarding next steps.

Description: Prepare and provide the City with a memorandum summarizing the proposed method of apportionment, budgets, assessments and descriptions that are considered necessary or appropriate. This document will primarily focus on assessment factors that are necessary to ensure the proposed assessments comply with the special and general benefit provisions emphasized in the 2008 Supreme Court decision, as well as subsequent Court decisions, and still provide adequate funding for the improvements and programs. When finalized with City staff, many of the sections of this document including the discussion of benefit; updated method of apportionment; budgets and proposed assessments; can be incorporated into the Engineer's Report to be prepared in the future.

Meetings: One (1) meeting with City staff in the City of Tracy to discuss and finalize the findings, recommendations and proposed assessments outlined in the technical memorandum. At City's request, we will also attend and be prepared to answer questions at a City Council study session or Council meeting.

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Scope of Services

Deliverables: Technical memorandum summarizing and identifying the various findings and recommendations that are deemed appropriate or necessary to implement the re-organization.

Dissolution

Task 2.10: Prepare the Notice of Public Hearing

Objective: Prepare a Notice of Public Hearing outlining the specifics of the dissolution of the district(s)/zones.

Description: Willdan will prepare a Notice of Public Hearing to be mailed to affected property owners providing notification of the purpose, date and time of the hearing. We will work with the City to use the most efficient and appropriate format for the notices in order to minimize mailing costs, while maintaining the effectiveness and purpose of the notice. A draft notice will be provided to City staff and comments and suggested changes addressed.

The notice will also contain a toll-free number, so Willdan's property owner representatives can field inquiries from property owners and other interested parties regarding the dissolution and the noticing process.

Meetings: Telephone conference calls with City staff to discuss and finalize the content of the notices.

Deliverables: Draft notices announcing the Public Hearing regarding the dissolution of the district(s)/zones, as applicable.

Task 2.11: Coordinate the Mailing of the Notice

Objective: Coordinate the production, printing and mailing of the Notice of Public Hearing.

Description: We anticipate the notices will be in a postcard layout. We will work with the City to ensure that the mailing and materials comply with local procedures. After finalizing the document and establishing the mail-merge data, Willdan will provide the City with a proof of the final documentation to be printed for their review prior to the actual mailing. The documentation will be printed and mailed by an independent mailing house that we partner with for large mailing projects.

We will facilitate the mailing of each notice and provide the City with an affidavit of mailing. Please note: the direct cost for the printing, processing and mailing of the notices and ballots is not included in Willdan's fee, but is estimated to be 0.50 to \$1.00 per piece.

Meetings: None.

Deliverables: Final notice in proof format for review and approval.

Task 2.12: Attend the Public Hearing

Objective: Attend the Public Hearing to provide technical support to City staff regarding the dissolution of the district.

Description: At the City's request, we will attend the Public Hearing before the City Council to answer questions related to the dissolution of the district(s)/zones.

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Scope of Services

Meetings: Attendance at one (1) Public Hearing before the City Council to answer technical questions related to the matter at hand.

Deliverables: None.

3. Rate Increase Efforts

If the City of Tracy decides to increase assessments for specific Zones of the existing Landscape Maintenance District (LMD), the tasks specific to the benefit analysis are identified below. Once the appropriate assessment rates are developed and upon receipt of City approval, preparation of the Engineer's Report and resolutions, noticing and balloting and attendance at City Council meetings will mirror tasks outlined in prior and preceding scope objectives (Section 2 Parcel Annexations, District Formations, Re-organization, or Dissolution). We have denoted the tasks to reference for the specific process involved.

Task 3.1: Establish District and Improvement Matrix

Objective: Develop an overall matrix of the existing district(s)/zones to be considered for possible assessment increases and their specific improvements for which they are assessed (special benefit nexus).

Description: Willdan will work closely with City staff to develop a comprehensive list of improvements, services and facilities that are currently funded or could be funded by the City's districts/zones and identify and quantify the location and extent of those various improvements in relationship to the properties being assessed.

This task will also include development of an enhanced district database for budget modeling and possible restructuring of the district(s)/zones. This database will utilize the existing electronic parcel and assessment database currently used for administration of the districts, but will be expanded as needed to develop possible modifications to the current assessment methodology including:

- Current and planned land use designations (land use);
- Updated acreage/parcel size;
- Updated ownership information from County data (name(s), mailing address, and property situs information);
- Number of residential units for residential properties;
- Known development restrictions;
- Land and improvement values (used to determine if a parcel is vacant or developed). Note: Land value cannot be used as a basis for the assessment rate;
- Assignment of possible weighted special benefit; and
- Existing and proposed assessment amounts.

The database that will be developed will be structured to ensure that the property data assembled matches the benefit methodology and district structure(s) that are ultimately developed. This database will also be used as the source data for mailing of any informational pieces and/or notices and

Exhibit "A"

Scope of Services

ballots for future phases of the project, as well as development of related district maps utilizing available GIS information.

Meetings: None.

Deliverables: None.

Task 3.2: Develop Proposed Budgets and Assessment Changes

Objective: Prepare a comprehensive annual budget for the affected district(s)/zones to achieve maximum cost-to-benefit equity for each property, as well as ensure the long-term financial stability of the maintenance and improvements.

Description: Work with City staff to prepare appropriate annual budgets for the maintenance and servicing of the various improvements. The budgets will be developed incorporating the City's current budget information, as well as Willdan's budget modeling software that utilizes standard per unit costs for calculating both annual and long-term maintenance expenses associated with the improvements.

Budgets prepared in this task will be comprehensive and identify the full cost of providing the improvements. In addition, the budget will also identify costs considered to be general benefit (if any), current assessment revenues, and current City subsidiaries, as well as funding needs that are not currently funded. The goal of these budgets is to identify those costs the City wishes to recover (all or only a portion of the budget shortfall).

Meetings: None.

Deliverables: The updated budgets will be incorporated into a Technical Memorandum. This document will set the stage for the possible balloting of new or increased assessments.

Task 3.3: Review of Benefits / Improvements and Assessment Methodologies

Objective: Review the existing assessment documentation, improvement plans and specifications for the various districts/zones. Utilizing the documentation provided by the City, and the budget developed in Task 3.2, we will evaluate various factors that must be considered for compliance and application of special/general benefit. As warranted, develop an expanded discussion of benefit findings (general versus special), an appropriate and defensible assessment methodology and district structure (benefit zones), based on the provisions of the California Constitution and current case law.

Description: Utilizing the provided budget information; improvement plans and specifications; related diagrams and maps; other supporting documentation and information provided by the City, we will evaluate and develop an appropriate and defensible benefit nexus between the improvements provided and the properties within the existing districts/zones. The benefit nexus will be consistent with the California Constitution, specifically focusing on the identification of special and general benefits as it relates to the recent court decisions. The relationship between specific improvements and the properties within the districts/zones will be closely evaluated as well as any benefits that may be attributable to other properties or the public at large.

Meetings: None.

Exhibit "A"

Scope of Services

Deliverables: A summary of Willdan's findings, recommendations and conclusions from Willdan's review and analysis in this task will be incorporated into a Technical Memorandum, prepared as part of Task 3.4.

Task 3.4: Technical Memorandum Summarizing Benefit Analysis and Next Steps

Objective: Provide the City with a memorandum summarizing the findings and recommendations of the benefit analysis. Outline the various options for implementation so that the City is comfortable with the recommendations, and can make an informed decision regarding next steps.

Description: Prepare and provide the City with a memorandum summarizing the proposed method of apportionment, budgets, assessments and descriptions that are considered necessary or appropriate for this analysis. This document will primarily focus on identifying the costs associated with the noticing and balloting of those districts/zones that are underfunded for the annual cost of services and maintenance currently provided; and the expansion of the districts/zones to capture additional properties that receive special benefits from the improvements (possible annexations) or if warranted, detachment of specific properties from the districts/zones. When finalized with City staff, many of the sections of this document including modifications to the method of apportionment; budgets and proposed assessments; can be incorporated into the Engineer's Report.

In addition to the specific issues and evaluation of the existing districts/zones, this memo may also briefly address and provide recommendations on key elements and considerations associated with other funding options.

Meetings: Up to two (2) meetings: One (1) meeting with City staff at City offices to discuss and finalize the findings and recommendations outlined in the technical memorandum, and Willdan's attendance at either one (1) City Council meeting or one (1) study session to answer questions regarding the memorandum.

Deliverables: Technical memorandum summarizing and identifying the various findings and recommendations that are deemed appropriate or necessary in order to identify the next steps associated with a possible assessment increase.

If the City of Tracy decides to pursue an assessment rate increase within a specific LMD zone(s), the following tasks identified in the Scope of Services will be undertaken in the following manner:

- Task 2.4: Prepare Engineer's Report
- Task 5.1: Prepare Resolutions
- Task 4.1: Prepare the Notice and Ballot
- Task 4.2: Print and Mail the Notice and Ballot
- Task 2.6: Attend City Council Sessions
- Task 4.3: Ballot Tabulation

Exhibit "A"

Scope of Services

Community Outreach Efforts

Public outreach efforts will include the preparation and mailing of a basic informational piece as requested. Willdan will assist City staff with property owner workshops and/or community meetings. For assessment districts that are focused on existing development areas, it is important to communicate the issues and educate the property owners with the facts before they are asked to cast their ballot for or against a new and/or increased assessment. Willdan will assist the City with specific elements of a public outreach effort focused on informing property owners of the issues and aspects of the proposed assessment including the development and mailing of a Frequently Asked Question (FAQ) Guide, or informational piece, and property owner workshop(s).

Until Task 3.4 is complete it is difficult to estimate how much effort and what level of public outreach may be appropriate; however for this type of project we anticipate the utilization of FAQ Guides and/or property owner workshops as part of an overall community outreach effort. The specifics of the outreach effort and related fees will be discussed with City staff upon the completion of Task 3.4. Willdan may recommend that the City consider investing in an opinion polling effort to gauge the likelihood of property owners supporting such an effort and at what monetary level they would provide support. If executed, polling would be completed prior to any other outreach efforts. A work plan specific to the polling process will be provided upon City request.

Please note, the direct cost for the printing, processing and mailing of an FAQ guide or other informational piece is not included in Willdan's fee. The cost of such services depends greatly on color and graphics that may be incorporated into such documents but is estimated to be \$1.00 to \$2.00 per piece.

4. Balloting Services

Task 4.1: Prepare the Notice and Ballot

Objective: Prepare the necessary notice for the Public Hearing and the assessment ballot, in compliance with Proposition 218.

Description: Prepare the required notice for the Public Hearing and the assessment ballot to be mailed to property owners. Draft copies will be sent to City staff for review and comment prior to finalization of the documents.

The notice and ballot will be similar to those previously used by the City for other assessment ballot proceedings, but such this documentation may be tailored as needed so as to specifically address the issues being balloted and the assessments for each individual parcel.

Meetings: None.

Deliverables: The draft notice and ballot will be delivered to City staff for review and comment prior to the final versions being prepared for mailing.

Task 4.2: Print and Mail the Notice and Ballot

Objective: Print and mail the approved notice and ballot.

Description: Upon adoption of the resolutions during the Intent Meeting (see Task 2.6), we will print and assemble the notice and ballot for mailing. The notice and ballot will be double sided, in order to save money on postage costs. A return #9

Exhibit “A” Scope of Services

envelope will be included for the property owner to mail back the assessment ballot to the City Clerk.

The notice and ballot will be delivered via first class mail. The ballot will contain instructions to return directly to the City Clerk and to not open until the close of the Public Hearing. Mailing of the notice and ballot will be completed a minimum of 45 days prior to the Public Hearing date as set in the resolutions described in Task 5.1.

Please note: the direct cost for the printing, processing and mailing of the notices and ballots is not included in Willdan’s fee, but is estimated to be \$1.25 per piece.

Meetings: None.

Deliverables: Notices and ballots mailed to the property owners of record subject to the proposed new or increased assessment.

Task 4.3: Ballot Tabulation

Objective: Assist the City Clerk with an independent tabulation of the returned ballots.

Description: At the City’s request, Willdan will assist the City Clerk with an independent tabulation of the returned ballots. Upon the close of the Public Hearing, the City Clerk will be directed to open the ballots received, and upon completion of the tally, announce the results either at the same Council session or the next scheduled session (depending on the number of ballots to be tabulated).

The ballots may be opened and tallied by the City Clerk with the assistance of the consultant and must be opened in a public venue. Ballot results will be tallied on a database that identifies the “yes” votes, “no” votes, and any ballot that is deemed invalid, such as incomplete information.

Meetings: See Task 2.6.

Deliverables: Ballot tabulation results.

5. Preparation of Resolutions and Staff Report

Task 5.1: Prepare Resolutions and Staff Reports

Objective: Prepare resolutions for the Intent Meeting and Public Hearing; also assist City staff with preparation of related staff reports.

Description: We will forward all resolutions to the City for review prior to the City Council meeting agenda deadline. We anticipate that the following resolutions will be necessary.

Intent Meeting (two [2] resolutions):

- Resolution Initiating Proceeding, and
- Resolution of Intention, declaring the City’s intent to levy the annual assessments; and sets the Public Hearing date.

Public Hearing (two {2} resolutions):

- Resolution approving the Engineer’s Report; and

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Scope of Services

- Resolution confirming the assessments, and ordering the levy and collection of those assessments.

Although we anticipate that City staff will typically prepare the staff reports for the various Council agendas on related formation, annexation and ballot proceedings; at the City's request, Willdan will review and provide pertinent comments and supporting tables and data that the City may incorporate to those staff reports.

Meetings: See Task 2.6.

Deliverables: A total of four (4) resolutions will be required for City Council approval.

6. Analyses of Financing Strategies

Task 6.1: Project Kick-off Meeting

Objective: Meet to discuss and define the project scope to address the City's needs.

Description: A project kick-off meeting at City offices will be held to review and analyze the alternate financing strategy under consideration by the City of Tracy. The primary focus of this meeting is to define and refine a scope of work specific to the proposed alternate financing strategy. This meeting will include specific discussions of the City's goals and priorities; policy, legal and political considerations; project timelines; budget information; and availability and access to pertinent documentation and data.

Meetings: One (1) project kick-off meeting in the City of Tracy.

Deliverables: None.

Task 6.2: Prepare a Technical Memorandum

Objective: Prepare a memorandum containing a high-level quantitative analysis that will allow the City to make an informed decision regarding next steps.

Description: Prepare and provide the City with a memorandum summarizing the funding mechanisms available under legislative statutes and as applicable, proposed method of apportionment, budgets and descriptions that are considered necessary or appropriate for determining possible assessments, fees, taxes or other revenues. This document will primarily focus on factors that are necessary to establish possible stable revenue sources for the improvements and programs being considered. When finalized with City staff, many of the sections of this document including the discussion of the method of apportionment; budgets and proposed assessments, fees or taxes can be incorporated into the documentation required by the applicable legislative statute.

Meetings: One (1) meeting with City staff to discuss and finalize the findings and recommendations outlined in the technical memorandum, as well as determine next steps.

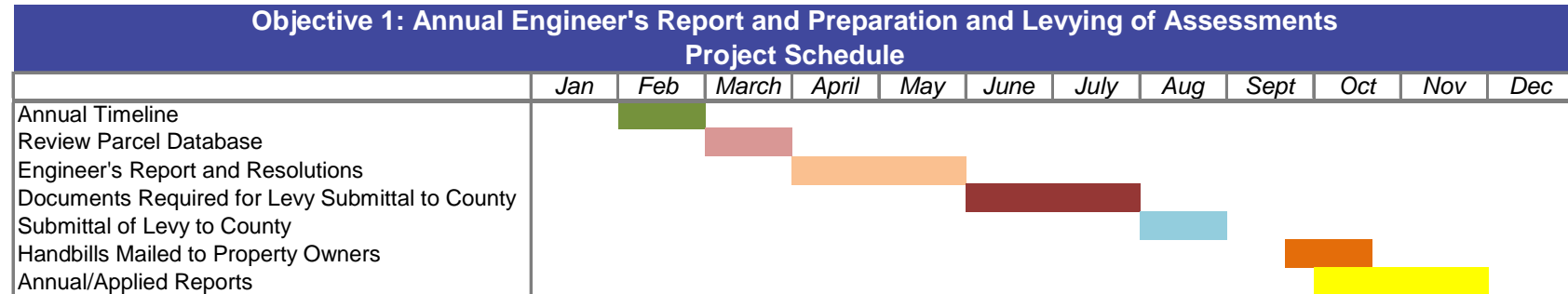
Deliverables: Technical memorandum defining the scope of services required to carry out the project, as well as outlining available funding mechanisms and the applicable legislative statute(s), and recommendations regarding next steps.

Exhibit “A” Scope of Services

Performance Schedule

Exhibit 1 outlines the typical¹ project schedule for preparing the annual Engineer’s Report and the levying of assessments. District annexation and/or formation projects can be performed at any time of the year and will consume approximately three to six months to complete.

Exhibit 1



If the City wishes to pursue the re-engineering of a particular district(s)/zones in order to increase assessments, a detailed project schedule will be developed following consultation with and in concert with City staff. The schedule will be provided prior to kicking off the project for the City’s review and comment.

¹ Willdan acknowledges that CITY timeline may vary slightly and that the Preliminary Engineer’s Report may obtain annual preliminary approval in June and final approval in July.

Exhibit "B"

Fee Schedule

Objective One

Annual Administration and Engineer's Report

Fees are payable as the work progresses, on a percent-complete basis.

City of Tracy Landscaping and Lighting District Administration Services					
Tasks	S. Reynolds Project Manager	P. Nguyen Senior Analyst	District Admin Analyst	Total	
	\$145	\$120	\$100	Hours	Cost
Kick-off Meeting	0.5	0.5	0	1	\$ 132.50
Prepare Annual Levy Timeline	0.5	1	0	1.5	192.50
Assist with District Budget Projection	10	25	6	41	5,050.00
Maintain and Update Parcel Levy Database	0	50	0	50	6,000.00
Resolutions and Engineer's Report	2	12	2	16	1,930.00
Attend up to (2) City Meetings	10	10	0	20	2,650.00
Prepare and Submit Assessments to County	4	25	4	33	3,980.00
Research and Resolve Exceptions	0	2	0	2	240.00
Annual Levy Summary Report	1	5	1	7	845.00
Property Owner Calls	0	1	0	1	120.00
Subtotal Willdan Labor Costs	28	131.5	13	172.5	\$ 21,140.00
Expenses					\$ 1,250.00
Assessment Engineer*					775.00
Total Cost					\$ 23,165.00
Credit					5,665.00
Project Fee					\$ 17,500.00

*The Assessment Engineer's review of the Engineer's Report is calculated at 5 hours at a rate of \$155 per hour.

Reimbursable Expenses

Reimbursement will be for out of pocket expenses at cost and not to exceed \$500 per year.

Examples of reimbursable expenses include, but are not limited to: postage; travel expenses; mileage (50¢ per mile); maps; electronic data furnished by the County and/or other applicable resources; construction cost periodicals; and copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of services will be at hourly rates contained herein.

In the event that a third party requests any documents, Willdan may, in accordance with the applicable rate schedule, charge such third party for providing said documents.

Exhibit “B”

Fee Schedule

Objective Two through Six

The table below represents the fee range for the projects described in the RFP Scope of Services Objectives 2 through 6. Once the City of Tracy identifies a specific project related to the scope of services outlined herein and after discussing the specifics of the project, a not-to-exceed fee will be provided at the rate ranges contained herein for the City’s review and approval before work commences.

Landscape Assessment Engineering Services	Fee Range
Objective 2	
1972 Act District Formation/Annexation – Developer/Single Owner	\$ 5,000 – \$10,000
1972 Act Parcel Formation/Annexation – Multiple Owners	\$ 7,500 – \$30,000
Re-organization ⁽¹⁾	\$10,000 – \$40,000
Dissolution	\$ 4,000 – \$ 8,000
Objective 3: Rate Increase Efforts ⁽²⁾	\$ 7,500 – \$15,000
Community Outreach (Optional)	TBD
Objective 4: Balloting	Included
Objective 5: Preparation of Resolutions and Staff Reports	Included
Objective 6: Analysis of Financing Strategies	TBD

⁽¹⁾ A typical one or two zone re-organization will be \$10,000 - \$15,000; while a district-wide or City-wide will be \$20,000 - \$40,000.

⁽²⁾ The fee range stated is per zone, not-to-exceed \$50,000 for the entire district. A discount per zone will be applied if multiple zones are processed.

⁽³⁾ Fee ranges in Objectives 2 and 3 include the cost of balloting excluding the direct cost for printing and mailing, estimated at \$1.25 per piece.

- The fee ranges identified above do not include mailing costs (printing, processing and postage) for the notices and ballots or related mailers. These costs are estimated to be 0.50 to \$2.00 per parcel for each mailing, depending on the particular documents.
- Additional meetings or tasks outside the scope of work will require an additional fee at the rates contained herein.

Exhibit “B”

Fee Schedule

- The fee associated with Community Outreach will be discussed and finalized with City staff prior to commencing such work, as well as the need and timing of Property Owner Workshops and the printing and mailing of informational mailers. The additional fee will be at the rate ranges contained herein.
- Telephone conference calls are not considered “meetings” and are not limited by the Scope of Services.
- The City will be invoiced monthly based on percentage of project completion.

Additional Services

Hourly Rates

Additional authorized services will be billed at the following rates:

Title	Hourly Rate
Group Manager	\$ 210
Principal Engineer	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

RESOLUTION _____

AUTHORIZING A MASTER PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO AUTHORIZE TASK ORDERS UP TO \$50,000 EACH AND TO EXECUTE AMENDMENTS EXTENDING THE AGREEMENT FOR UP TO THREE ADDITIONAL ONE – YEAR TERMS AT THE DISCRETION OF THE CITY MANAGER

WHEREAS, Willdan Financial Services shall prepare the annual Engineer’s Report, perform District annexations, formations, reorganizations, dissolutions, rate increase services, and financial analyses for fees ranging from \$4,000 - \$50,000 per Consultant’s fee proposal, submitted on January 25, 2011, and scope clarifications prior to authorizations of Task Orders to the Master Professional Services Agreement; and

WHEREAS, The City Manager may authorize Task Orders up to \$50,000 subject to the terms of the Master Professional Services Agreement; and

WHEREAS, The duration of the Professional Services Agreement will be for an initial term of three years, commencing upon City Council Agreement approval, and expiring on December 30, 2014, and may be extended by the City Manager or Public Works Director for three additional one-year terms.

NOW, THEREFORE, BE IT RESOLVED, That subject to the above recitals, the City Council authorizes a Master Professional Services Agreement with Willdan Financial Services for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District, authorizes the Mayor to execute the Agreement; and authorizes the City Manager to authorize Task Orders up to \$50,000 each for the services contemplated in the Agreement and to, at the City Manager’s discretion, execute amendments extending the Agreement for up to three additional one-year terms.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 15th day of March, 2011, 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

FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL RFP PROCESS; AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RHJ CONSULTING INC, A CALIFORNIA COMPANY DBA INNOVATIVE TECHNOLOGIES LTD., FOR AN AMOUNT NOT TO EXCEED \$272,500 TO ASSIST THE TRACY POLICE DEPARTMENT IN VENDOR SELECTION, CONTRACT NEGOTIATIONS AND THE IMPLEMENTATION PROCESS OF A NEW COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM, AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT

EXECUTIVE SUMMARY

The City of Tracy currently has a professional service agreement with RHJ, Consulting, Inc. to assist the Police Department in vendor selection, vendor contract negotiations and the implementation process of a new Computer Aided Dispatch/Records Management System (CAD/RMS). The agreement was to help the Police Department in the selection of the best vendor to offer a single agency, single jurisdiction CAD/RMS system. However, when the needs of the City required the new CAD/RMS system to handle multi-jurisdictional and multi-agency capabilities, the complexity of the project increased exponentially. The amount of time to properly research and investigate the needed changes and their system implications increased as well. Thus, the increased demands for the Consultant's time have increased the costs for services. This amendment would change the payment method to a monthly fixed cost basis until the project's final acceptance.

DISCUSSION

The use of a Computer Aided Dispatch/Records Management System (CAD/RMS) has long been an industry standard in law enforcement given the ever increasing demands for data entry, storage, and retrieval of information on any call for service made to the Police Department. The City of Tracy has been working with a CAD/RMS system through the City of West Covina contracted for system as a stop-gap measure until funding in a Capital Improvement Project fund could be accumulated to purchase a new system. The West Covina system is at the end of its service life and there is no assurance of how long it will remain a functionally supported CAD/RMS system.

Selecting a CAD/RMS system is a very highly technical and complex project. There are hundreds of issues and challenges that arise during the identification of agency needs, design of a Request for Proposal (RFP) to vendors, evaluation of potential vendors for compliance, selection of the best system for the Police Department and then the contract negotiations for the purchase and implementation of such a system. Law enforcement agencies that have attempted to handle the complexities of selecting and implementing a new CAD/RMS system without the highly technical assistance of persons with the specialized skills in this

area have often suffered expensive cost overruns, unanticipated ongoing maintenance costs, shortened warranty periods, difficulties during implementation and even project failure.

Law enforcement personnel know what they need a CAD/RMS system to do, but ensuring the right system is purchased and fully integrated requires the technical expertise of a consultant to assist Police Department staff in completing this project. Many potential issues can be mitigated or eliminated with the assistance of a knowledgeable consultant. The CAD/RMS project is a vital and essential tool to the Police Department's daily operations to keep the public safe and allow investigators and staff the ability to perform at their highest level.

On February 22, 2010, the City issued Requests for Proposals (RFP) for consulting services for a single jurisdiction, single agency Computer aided dispatch/Records management system (CAD/RMS) system. On April 27, 2010, the City of Tracy entered into an agreement with Innovative Technologies Inc. to assist the City in the purchase of a single agency, single jurisdiction Computer Aided Dispatch/Records Management system for the Police Department. The belief was the City only needed a system to support the dispatching and records management for the Tracy Police Department. Soon after the agreement, staff determined that the scope of the project changed to a multiple jurisdiction, multiple agency project with numerous custom interfaces and subsystems such as E-citations and Mobile Field Reporting. The multiple jurisdiction, multiple agency capability is being sought so the City of Tracy is well positioned for the future, should it desire to dispatch for the City's own Fire Department and/or dispatch for other local communities seeking law enforcement assistance through a regional approach. The City is intentionally placing itself in a strategic position to leverage its capabilities with this one enhanced system versus being stuck in a single mode system that cannot be expanded, but would require replacement. In the long run, this strategy would be more cost effective.

The Police Department is also moving away from the current third party service provider environment which provided several subsystems and interfaces to one operated solely by the City which now the City must provide and maintain. Within the Police Department there are numerous programs and files in different data bases that needed to be eliminated and incorporated in the new system to avoid the redundancy in the current environment. The San Joaquin County Sheriff's Department and County IT environment are also in flux and interfacing and connecting to numerous essential subsystems has proven to be very time consuming and difficult at times. These changes among others in the scope of project exponentially added to the time, effort and resources needed to successfully complete the project.

Thus, the increased demands for the consultant's time have increased the costs for services. However, the additional expenditure for the consultant does not compromise the City's ability to complete the project within the allotted CIP funding. Staff is not requesting additional funding; rather, the request is to use a

greater amount of the project's budget for the consultant. This amended agreement would change the method of payment from a time and materials basis to a fixed monthly cost basis for 18 months or until the project's final acceptance. The additional allocation still is less than 15% of the total project budget and the industry standard on most technology projects is to pay the consultant about 10-20% of the project's total cost. Sufficient funding remains in the Capital Improvement Project to purchase the new CAD/RMS system. The existing consultant is familiar with the City's needs and staff believes it would be a waste of time, and further delay the project, to engage in the formal request for proposal process with respect to the remaining consulting work to be done on this project.

FISCAL IMPACT

No additional funds are needed. The monies needed for this amendment are within the Computer Aided Dispatch/Records Management System project (CIP 71063) approved as part of the FY08-09 CIP budget.

RECOMMENDATION

That City Council, by resolution, find it is in the best interest of the City to forego the formal request for proposal process; authorize an amendment to the Professional Services Agreement with RHJ Consulting, Inc. dba Innovative Technologies LTD., of Glen Allen, California for an amount not to exceed \$272,500 to assist the Tracy Police Department with the purchase of a CAD/RMS system and to authorize the Mayor to execute the amendment to the Agreement.

Prepared by: Steve Beukelman, Sergeant, Research Planning and Development Division
Juan Espinoza, Captain Research Planning and Development Division

Reviewed by: Juan Espinoza, Captain Research Planning and Development Division

Approved by: R. Leon Churchill, Jr., City Manager

RESOLUTION _____

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS; AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RHJ CONSULTING INC, DBA INNOVATIVE TECHNOLOGIES LTD., FOR AN AMOUNT NOT TO EXCEED \$272,500 TO ASSIST THE TRACY POLICE DEPARTMENT IN VENDOR SELECTION, CONTRACT NEGOTIATIONS AND THE IMPLEMENTATION PROCESS OF A NEW COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT SYSTEM; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, the City has established Capital Improvement Project (CIP 71063) to replace the existing CAD/RMS system; and

WHEREAS, the CAD/RMS system is essential to the delivery of effective law enforcement services because of the need to capture, store, and retrieve information on any call for service made to the Police Department; and

WHEREAS, the City is attempting to become solely self-reliant on a stable CAD/RMS system that is not dependent upon outside third party vendors to maintain; and

WHEREAS, the City selected a consultant, RHJ Consulting, Inc. dba Innovative Technologies, LTD., after a competitive Request for Proposal process and entered into an Professional Services Agreement with the consultant on April 27, 2010; and

WHEREAS, the City changed the scope of work from a single agency, single jurisdiction Computer Aided Dispatch/Records Management system to a multiple jurisdiction, multiple agency project with numerous custom interfaces and subsystems such as E-citations and Mobile Field Reporting; and

WHEREAS, the consultant is already on under contract and familiar with the status and progress of the CAD/RMS system and it would be in the best interest of the City to use the existing consultant instead of again engaging in the formal request for proposals process; and

NOW, THEREFORE, BE IT RESOLVED, That the City Council does hereby approve Amendment No. 1 to the Professional Services Agreement with RHJ Consulting, Inc. dba Innovative Technologies, LTD, a copy of which is attached to the staff report accompanying this item, to provide services for the purchase of a CAD/RMS system and authorizes the Mayor to execute the amendment.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 15th day of March, 2011, 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

ACCEPTANCE OF THE CONSTRUCTION EMERGENCY STORAGE POND AND DRYING BEDS IMPROVEMENTS PROJECT - CIPs 74004, 74080, & 74077, COMPLETED BY A. TIECHERT & SONS, INC., DBA TIECHERT CONSTRUCTION, CALIFORNIA, AND AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

EXECUTIVE SUMMARY

The contractor has completed the construction of the Emergency Storage Pond and sludge drying beds projects CIPs 74004, 74080, & 74077 in accordance with plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the project to enable the City to release the contractor's bonds and retention.

DISCUSSION

On May 10, 2010 the City Council awarded a construction contract to Tiechert Construction of Stockton, California, for the Emergency Storage Ponds and Drying Beds Improvements Project - CIPs 74004, 74080 & 74077, in the amount of \$496,436.

The scope of the project included paving of the existing sludge drying beds, re-grading of the existing Emergency Storage Pond by separating the existing Pond into two cells, one of which will be continued for use as an emergency storage pond and the other will be used for temporary storage of dried bio-solids, and other related incidentals.

Construction of the project has been completed and two change orders were issued during construction of the project. After completion of the field surveying, it was found that the actual area to be paved for the drying beds was greater than as shown on the project plans. On December 7, 2010, City Council approved Change Order 1 in the amount of \$123,697.10 to pay for the additional paving and grading of the emergency storage ponds. The second Change Order in the amount of \$17,469.28 was issued to pay for grading and installation of concrete barriers at the end of the drying beds to control the spreading of sludge during the raking and collection process.

The project construction contract unit prices are based on estimated engineering quantities. Actual payment is based on field measured quantities installed by the contractor. According to the City's inspection records, actual field measurement quantities are under the contract quantities in the amount of (\$83.52). These quantities were deducted in accordance with the bid unit prices listed in the contract and are listed as under run quantities.

Status of budget and project costs is as follows:

A. Construction Contract Amount	\$496,436.00
B. Approved Change orders	\$141,166.38
C. Under Run of Quantities	(\$83.52)
D. Design, construction management, inspection, Testing, & miscellaneous expenses	\$ 53,056.70
E. Project Management Charges	\$ 26,096.00
 Total Project Costs	 \$716,671.56
 Budgeted Amount	 \$857,000.00

The project has been completed within the available budget for the project, on schedule, per plans, specifications, and City of Tracy standards. The remaining unused funds will go to the Wastewater Enterprise Fund. This project generated approximately 13 jobs for three months.

STRATEGIC PLAN

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

FISCAL IMPACT

CIPs 74004, 74080, and 74077 are approved Capital Improvement Projects with sufficient funding and there will be no fiscal impact to the General Fund.

RECOMMENDATION

That City Council, by resolution, accept the Emergency Storage Pond and sludge drying beds projects CIPs 74004, 74080, & 74077, Tiechert Construction of Stockton, California,, and authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

Prepared by: Paul Verma, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

RESOLUTION _____

ACCEPTING THE EMERGENCY STORAGE POND AND DRYING BEDS IMPROVEMENTS PROJECT - CIPs 74004, 74080, & 74077, COMPLETED BY A. TIECHERT & SONS, INC., DBA TIECHERT CONSTRUCTION, CALIFORNIA, AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

WHEREAS, On May 10, 2010 the City Council awarded a construction contract to Tiechert Construction of Stockton, California, for the Emergency Storage Ponds and Drying Beds Improvements Project - CIPs 74004, 74080 & 74077, in the amount of \$496,436, and

WHEREAS, Construction of the project has been completed and two change orders were issued during construction of the project, and

WHEREAS, According to the City's inspection records, actual field measurement quantities are under the contract quantities in the amount of (\$83.52), and

WHEREAS, Status of budget and project costs is as follows:

Construction Contract Amount	\$496,436.00
Approved Change orders	\$141,166.38
Under Run of Quantities	(\$83.52)
Design, construction management, inspection, Testing, & miscellaneous expenses	\$ 53,056.70
Project Management Charges	\$ 26,096.00
 Total Project Costs	 \$716,671.56
 Budgeted Amount	 \$857,000.00

WHEREAS, The project has been completed within the available budget for the project, on schedule, per plans, specifications, and City of Tracy standards, and

WHEREAS, CIPs 74004, 74080, and 74077 are approved Capital Improvement Projects with sufficient funding and there will be no fiscal impact to the General Fund;

NOW THEREFORE, BE IT RESOLVED, That City Council, accepts the Emergency Storage Pond and sludge drying beds projects CIPs 74004, 74080, & 74077, Tiechert Construction of Stockton, California,, and authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

Resolution _____

Page 2

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, 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

ACCEPTANCE OF THE COMMUNITY CENTER REHABILITATION (WALL COVERINGS) PROJECT - CIP 78108, COMPLETED BY GOWAN CONSTRUCTION CO. INC., OF TRACY, CALIFORNIA, AND AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

EXECUTIVE SUMMARY

The contractor has completed construction of the Community Center Rehabilitation (Wall Coverings) Project - CIP 78108, in accordance with plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the project to enable the City to release the contractor's bonds and retention.

DISCUSSION

On June 15, 2010, City Council awarded a construction contract to Gowan Construction Co. Inc., of Tracy, California, in the amount of \$85,739 for construction of the Community Center Rehabilitation (Wall Coverings) Project.

The project involved removal and replacement of existing wall coverings including all existing covers for electrical, communication, and audio/visual. The scope of work includes preparation of walls to receive texture, paint, and natural fiber wall coverings, extension of existing hand-rails to meet ADA requirements, installation of walk draw curtain dividers in the large assembly room to provide room separations, refurbishing and installing doors at curtain stacking location and security roll-up door at the large storage room, removal and replacement of all vinyl base with new 6" vinyl base, replacement of all illuminated exit signage with new illuminated ADA compliant exit signage, Braille signage and all related components.

Two change orders in the amount of \$15,437 were issued for this project which consisted of installing 6" cove base in lieu of 4" in the lobby area, installing stair nosing, and removing and off hauling partition dividers, supply and installation of the kitchen cabinets and counter top, and removing and replacing the damaged floor tiles. Status of budget and project costs is as follows:

A. Construction Contract Amount	\$ 85,739
Change Orders	<u>\$ 15,437</u>
Total Construction Cost	\$101,176
B. Design, construction management, inspection, Testing, project management charges & miscellaneous expenses	\$ 7,000
C. Project Management Charges	\$ 10,500
D. Total Project Costs	\$118,676

RESOLUTION _____

ACCEPTING THE COMMUNITY CENTER REHABILITATION (WALL COVERINGS) PROJECT - CIP 78108, COMPLETED BY GOWAN CONSTRUCTION CO. INC., OF TRACY, CALIFORNIA, AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

WHEREAS, On June 15, 2010, City Council awarded a construction contract to Gowan Construction Co. Inc., of Tracy, California, in the amount of \$85,739 for construction of the Community Center Rehabilitation (Wall Coverings) Project, and

WHEREAS, Two change orders in the amount of \$15,437 were issued for this project, and

WHEREAS, Status of budget and project costs is as follows:

Construction Contract Amount	\$ 85,739
Change Orders	<u>\$ 15,437</u>
Total Construction Cost	\$101,176
Design, construction management, inspection, Testing, project management charges & miscellaneous expenses	\$ 7,000
Project Management Charges	\$ 10,500
Total Project Costs	\$118,676

WHEREAS, The total construction cost of this project, if awarded, is as follows:

Construction Bid	\$215,994
Planning and design	\$ 16,000
Construction management, inspection and design support during construction	\$ 7,000
County Permit & Inspections	\$ 20,000
Contingency (15%)	\$ 32,400
City wide project management	\$ 18,000
Total Construction Cost	\$309,394
Total Current Available Project Budget	\$390,185

WHEREAS, The project has been completed within the overall available budget for the project, on schedule, per plans, specifications, and City of Tracy standards, and

WHEREAS, CIP 78108 is an approved Capital Improvement Project with sufficient funding and there will be no fiscal impact to the General Fund;

NOW THEREFORE, BE IT RESOLVED, That City Council, accepts the Community Center Rehabilitation (Wall Coverings) Project - CIP 78108, as completed by Gowan Construction Co. Inc., of Tracy, California, in accordance with the project plans and specifications, and authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

* * * * *

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, 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

APPROVING CONSENT OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE EXISTING DEVELOPMENT AGREEMENT OF THE BANK OF AMERICA PROPERTIES WITH THE NEW BUYER, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

South Tracy Industrial Park, LLC, the developer of the South Tracy Industrial Park Subdivision, Tract 3027 (Assigner /Developer) has requested City Council's consent of the assignment of their rights and obligations covered under the January 20, 1999 Development Agreement of the Bank of America Properties (hereafter "Development Agreement"), to a new entity, STIP SPE II, LLC. In order to transfer all the rights and outstanding obligations under this Agreement, a new Assignment and Assumption Agreement must be signed by both the Developer and the Assignee.

DISCUSSION

The Developer's predecessor in interest, BA Properties Inc., a Delaware corporation (BAPI), entered into a Development Agreement dated July 20, 1999, with the City. The Development Agreement was recorded with the San Joaquin County Recorder on August 20, 1999, as Document number 99106319.

BAPI assigned all its interests and obligations under the Development Agreement to Shea Homes Limited Partnership, a California limited partnership (SHLP) pursuant to an Assignment and Assumption Agreement that was recorded on October 1, 1999, as Document number 99124396 of the San Joaquin County records.

Pursuant to that certain Assignment and Assumption Agreement, recorded on the official records of San Joaquin County on May 3, 2001 as Document number 01083735, SHLP assigned all its interests under the Development Agreement to South Tracy Industrial Park, LLC, the developer of the South Tracy Industrial Park Subdivision (Developer).

Developer now desires to assign its respective interests under the Development Agreement to STIP SPE II, LLC, a California limited liability company (Assignee), to that portion of the property shown on the attached map. City staff reviewed the request to approve an assignment and found it to be consistent with the Development Agreement. Pursuant to the terms of the Development Agreement, the City must consent to any assignment of the developer's rights, interests and obligations in the Development Agreement.

The Assignee has acknowledged and understands that any outstanding obligations of the Developer under the Development Agreement will be assumed by the Assignee. The new Assignment and Assumption Agreement has been executed by both the Developer and the Assignee. The Assignment and Assumption Agreement is on file with the City Engineer and is available for review upon request.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no impact to the General Fund.

RECOMMENDATION

That City Council, by resolution, approve the Assignment and Assumption Agreement for the South Tracy Industrial Park Subdivision, Tract 3027, to STIP SPE II, LLC, a California limited liability company, authorize the Mayor to sign the Assignment and Assumption Agreement, and further authorize the City Clerk to file the Agreement with the San Joaquin County Recorder.

Prepared by: Ranchhod Pandya, Assistant Civil Engineer
Cris Mina, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

Approved by: Andrew Malik, Director of Development and Engineering Services
Leon Churchill, Jr., City Manager

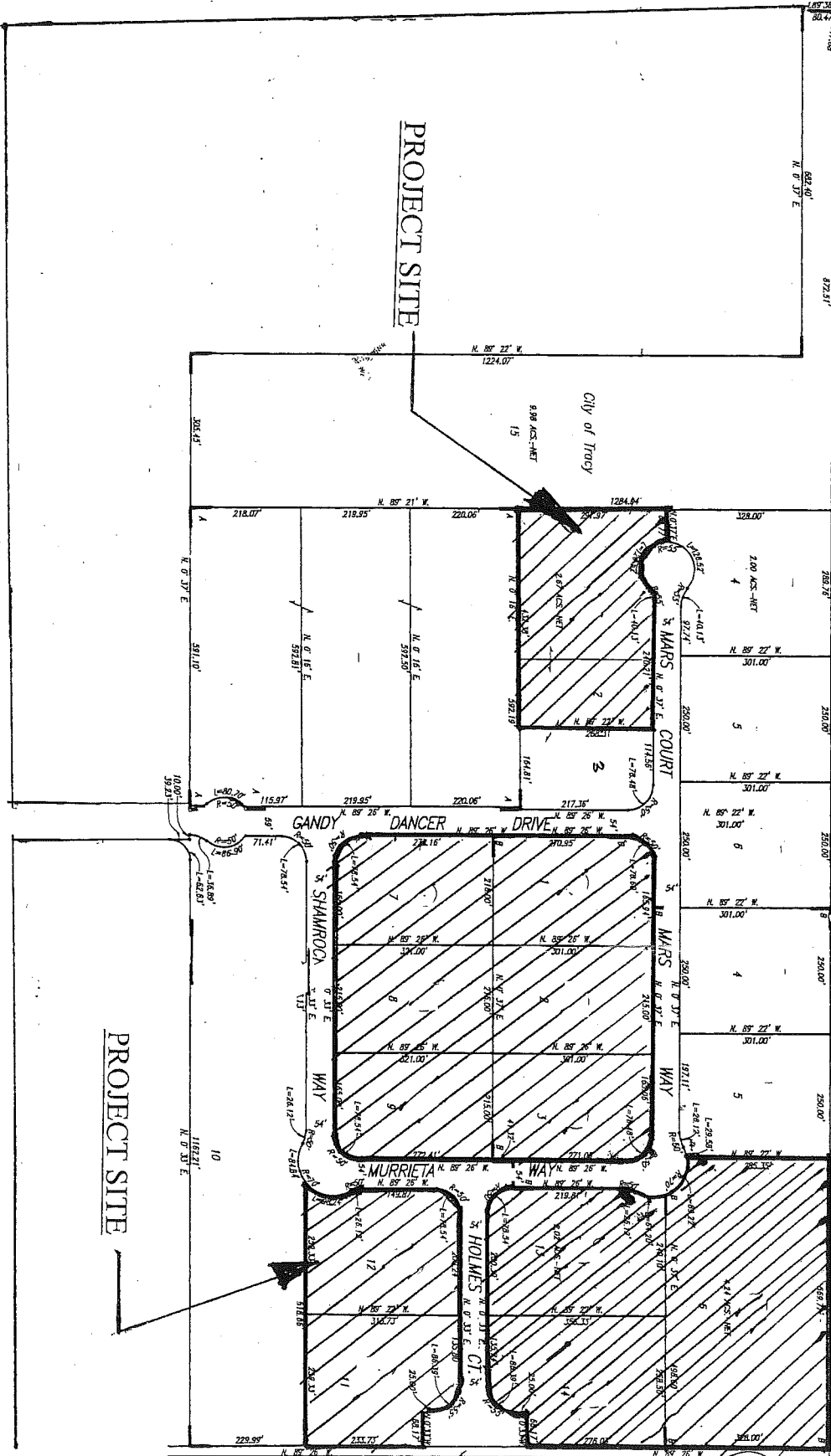
Attachment – Exhibit 'A' – Location Map

VALPICO ROAD



NORTH
NOT TO SCALE

TRACY BOULEVARD



LOCATION MAP

RESOLUTION _____

APPROVING CONSENT OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE EXISTING DEVELOPMENT AGREEMENT OF THE BANK OF AMERICA PROPERTIES WITH THE NEW BUYER, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, The Developer's predecessor in interest, BA Properties Inc., a Delaware corporation (BAPI), entered into a Development Agreement dated July 20, 1999, with the City, and

WHEREAS, BAPI assigned all its interests and obligations under the Development Agreement to Shea Homes Limited Partnership, a California limited partnership (SHLP) pursuant to an Assignment and Assumption Agreement, and

WHEREAS, SHLP assigned all its interests under the Development Agreement to South Tracy Industrial Park, LLC, the developer of the South Tracy Industrial Park Subdivision (Developer), and

WHEREAS, Developer now desires to assign its respective interests under the Development Agreement to STIP SPE II, LLC, a California limited liability company (Assignee), and

WHEREAS, The Assignee has acknowledged and understands that any outstanding obligations of the Developer under the Development Agreement will be assumed by the Assignee, and

WHEREAS, There will be no impact to the General Fund;

NOW THEREFORE, BE IT RESOLVED, That City Council, approves the Assignment and Assumption Agreement for the South Tracy Industrial Park Subdivision, Tract 3027, to STIP SPE II, LLC, a California limited liability company, authorizes the Mayor to sign the Assignment and Assumption Agreement, and further authorizes the City Clerk to file the Agreement with the San Joaquin County Recorder.

* * * * *

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, by the following vote:

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

MAYOR

ATTEST:

City Clerk

AGENDA ITEM 1.G

REQUEST

APPROVE AN ACTIVITY AGREEMENT WITH THE SAN LUIS DELTA MENDOTA WATER AUTHORITY (WA) TO REIMBURSE THE WA FOR ADMINISTRATIVE COSTS INCURRED FROM EVALUATING AND ASSISTING THE CITY OF TRACY'S APPLICATION FOR PROPOSITION 84 AND 1E GRANT FUNDING TO COMPLETE A PORTION OF THE CITY'S RECYCLE WATER DISTRIBUTION SYSTEM, AUTHORIZE AN APPROPRIATION OF \$20,000 FROM WASTEWATER FUND 521, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The San Luis Delta Mendota Water Authority (WA) is assisting the City of Tracy to receive Proposition 84 and 1E grant funding for completion of a portion of the City's Recycled Water Distribution System. Approval of an Activity Agreement will ensure reimbursement of costs incurred by WA to assist the City in the grant acquisition and implementation process.

DISCUSSION

The State Department of Water Resources (DWR) is disbursing grants for voter established funding from Proposition 84 and 1E to various water authorities in the State. The City is a member agency in the WA and is eligible for this grant funding. The WA has prepared a Regional Integrated Water Management Plan for west San Joaquin Valley also known as the "West Side IWRMP." This plan will be used as a method to allocate potential funding within the jurisdictional area.

This potential grant funding provides an opportunity for the City to complete a portion of its recycled water master plan facilities earlier than planned. The City has already installed recycled water pipes on Eleventh Street from Lammers Road to the existing sports Complex and Plasencia Fields. These lines will be made operational once the main recycled water lines from the existing Wastewater Treatment Plant (WWTP) are installed up to the intersection of Lammers Road and Eleventh Street. The proposed route from the WWTP will be Arbor Road up to the Holly Sugar Sports Complex and then easements in the existing agriculture areas up to Lammers Road, and then following the alignment of Lammers Road to the south up to Eleventh Street.

On December 21, 2010, City Council authorized the creation of a Capital Improvement Project – CIP 74091, to construct these recycled water facilities. The City Council's action facilitated staff pursuing Proposition 84 and 1E total grant funding in the amount of \$4.5 million. This funding, when received, will be used to complete the following recycled water improvements in two phases:

- Phase 1 Recycled water line from the existing Wastewater Treatment Plant (WWTP) to Tracy Boulevard and the Holly Sugar Sports Complex Project (\$1.5 million)

- Phase 2 Recycled water line from the Holly Sugar Sports Complex to Lammers Road and the Eleventh Street intersection (\$3.0 million)

Staff and the City's consultant have been working with the WA for the last two months to complete the grant requirements. The grant stipulates the WA's involvement through the approval and implementation process. The work involves various technical and administrative activities related to the grant funding. The WA is requiring the City to enter into an Activity Agreement to reimburse the WA for its staff time. The total cost of the WA services is estimated at \$145,482 to be distributed equally among the eight member agencies. The City of Tracy's share is \$18,185. Since this is the estimated amount, staff recommends allocating \$20,000 for reimbursement purposes to avoid the need for additional approvals from Council for small overages.

STRATEGIC PLAN

This agenda item is consistent with City Council's approved strategy to achieve environmental sustainability.

FISCAL IMPACT

There is no fiscal impact to the General Fund. A total of \$20,000 is needed to be appropriated from the Wastewater Fund 521 to CIP 74091. Since this project will ultimately benefit west side development, this funding will be reimbursed from the West Side Development fees at the time of development of the west side properties.

RECOMMENDATION

That City Council, by resolution, approve an Activity Agreement with the San Luis Delta Mendota Water Authority (WA) to reimburse the WA for administrative costs incurred in evaluating and assisting the City of Tracy's application for Proposition 84 and 1E grant funding to complete a portion of the City's Recycle Water Distribution system, authorize an appropriation of \$20,000 from Water Fund 521, and authorize the City Manager to execute the Agreement.

Prepared by: Kuldeep Sharma, City Engineer

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

APPROVING AN ACTIVITY AGREEMENT WITH THE SAN LUIS DELTA MENDOTA WATER AUTHORITY (WA) TO REIMBURSE THE WA FOR ADMINISTRATIVE COSTS INCURRED FROM EVALUATING AND ASSISTING THE CITY OF TRACY'S APPLICATION FOR PROPOSITION 84 AND 1E GRANT FUNDING TO COMPLETE A PORTION OF THE CITY'S RECYCLE WATER DISTRIBUTION SYSTEM, AUTHORIZE AN APPROPRIATION OF \$20,000 FROM WASTEWATER FUND 521, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, The State Department of Water Resources (DWR) is disbursing grants for voter established funding from Proposition 84 and 1E to various water authorities in the State, and

WHEREAS, The City is a member agency in the WA and is eligible for this grant funding, and

WHEREAS, This potential grant funding provides an opportunity for the City to complete a portion of its recycled water master plan facilities earlier than planned, and

WHEREAS, On December 21, 2010, City Council authorized the creation of a Capital Improvement Project – CIP 74091, to construct recycled water facilities, and

WHEREAS, The WA is requiring the City to enter into an Activity Agreement to reimburse the WA for its staff time, and

WHEREAS, The total cost of the WA services is estimated at \$145,482 to be distributed equally among the eight member agencies. The City of Tracy's share is \$18,185, and

WHEREAS, Staff recommends allocating \$20,000 for reimbursement purposes to avoid the need for additional approvals from Council for small overages, and

WHEREAS, There is no fiscal impact to the General Fund. A total of \$20,000 is needed to be appropriated from the Wastewater Fund 521 to CIP 74091. Since this project will ultimately benefit west side development, this funding will be reimbursed from the West Side Development fees at the time of development of the west side properties;

NOW THEREFORE, BE IT RESOLVED, That City Council, approves an Activity Agreement with the San Luis Delta Mendota Water Authority (WA) to reimburse the WA for administrative costs incurred in evaluating and assisting the City of Tracy's application for Proposition 84 and 1E grant funding to complete a portion of the City's Recycle Water Distribution system, authorizes an appropriation of \$20,000 from Water Fund 521, and authorizes the City Manager to execute the Agreement.

Resolution _____

Page 2

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, 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 TASK ORDER 1 (LR-01) TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA-LR1) WITH LEE AND RO INC. (L & R), TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN OF THE UPGRADE OF THE CORRAL HOLLOW ROAD SEWER LIFT STATION AND FORCE MAIN ON LARCH ROAD – CIP 74097, AND AUTHORIZE THE CTY MANAGER TO EXECUTE THE TASK ORDER

EXECUTIVE SUMMARY

In 2008, Lee & Ro Inc., was selected as a design consultant through a competitive Request for Proposals (RFP) process, to provide wastewater related services for multiple projects, and City Council authorized MPSA-LR1 with L & R. The master agreement allows multiple task order agreements with the design consultant, thus eliminating the need for a separate consultant selection process for each task order.

DISCUSSION

On March 18, 2008, pursuant to Resolution 2008-141, City Council approved MPSA-LR1 with Lee & Ro Inc., to provide professional engineering services to design various wastewater related projects. The selection of Lee & Ro Inc., was completed on a competitive qualification based process.

In order to serve the Gateway project developments, the capacity of the existing sewer lift station on Corral Hollow Road needs to be increased from 3.95 million gallons per day (mgd) to 6.58 mgd. Also, a new force main on Larch Road from the existing sewer lift station on Larch Road (east of Tracy Boulevard) to the Wastewater Treatment Plant (WWTP) needs to be constructed to serve this development. Gateway Development has already paid the cost of construction of these improvements to the City. A portion of funding has also been received from the Tracy Unified School District (Kimball High School) to complete this project.

Due to the specialized nature of this work and availability of resources, the services of a consultant are needed to complete this project. L & R has submitted a proposal to complete the design work described above under Task Order 1 for a not-to-exceed amount of \$385,000. This amount also includes design support services during construction for a not to exceed amount of \$35,480. Staff has reviewed the work proposal and negotiated the terms of the agreement. Staff is also recommending that Council authorize the City Manager to sign Task Order 1 with L & R.

FISCAL IMPACT

There is no impact to the General Fund. This is an approved Capital Improvement Project funded from development impact fees. The cost of the Task Order and staff time will come from funds already paid by the developer of the Tracy Gateway Business Park and the Tracy Unified School District toward this CIP available from Fund 356-74097.

RECOMMENDATION

Staff recommends that City Council, by resolution, approve Task Order 1 to the MPSA-LR1 with Lee & Ro Inc., and authorize the City Manager to execute Task Order 1 and future task orders related to the MPSA with L & R.

Prepared by: Cris Mina, Senior Civil Engineer

Approved by: Kul Sharma, City Engineer

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

**CITY OF TRACY
TASK ORDER NO. 1 OF
MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA-LR1)
Hansen Sanitary Sewer System Upgrades**

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and LEE & RO, Inc., (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT services are needed to assist the CITY in designing upgrades to the Hansen Sanitary Sewer System, including upgrades at the Corral Hollow Road Sewer Lift Station, and installing approximately 4500 feet of 18-inch force main on Larch Road.
- B. As approved by the City Council on March 18, 2008, pursuant to Resolution No. 2008-041, City entered into a Master Agreement with the CONSULTANT for Professional Consulting Services.
- C. At the request of the CITY, in February 2011, CONSULTANT submitted a proposal to perform the 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 terms set forth in this Agreement and as defined in the Scope of Work presented in Exhibit A of this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INCORPORATION OF MASTER AGREEMENT.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for this project, unless specifically modified by this Task Order.
- 2. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.
- 3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A."
- 4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Task Order is Not To Exceed **\$384,750.**

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CITY OF TRACY –TASK ORDER NO. 1
Hansen Sanitary Sewer System Upgrades
Page 3 of 3

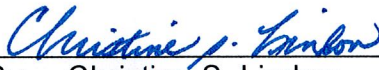
5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

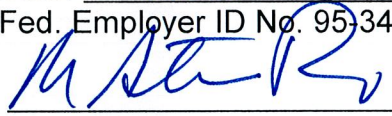
CONSULTANT
LEE & RO, Inc.

By: Leon Churchill
Title: CITY MANAGER
Date: _____



By: Christine S. Lindow
Title: VICE PRESIDENT
Date: 3.8.11
Fed. Employer ID No. 953443396

Attest:



By: M. Steve Ro
Title: PRESIDENT & SECRETARY
Date: March 7, 2011

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Daniel G. Sodergren
Title: CITY ATTORNEY
Date: _____

EXHIBIT "A"

SCOPE OF WORK

- I. **OVERVIEW OF SCOPE OF WORK:** CONSULTANT will design and prepare contract plans, specifications and cost estimate for the design of the HANSEN SANITARY SEWER SYSTEM UPGRADES project. The Scope of Services assumes the new force main will be routed along Larch Road (from Larch Lift Station to the Wastewater Treatment Plant). The project consists of the following elements:
- A. Upgrade of the existing Hansen Lift Station (from current 3.9 mgd capacity to 6.58 mgd capacity); including the following items:
- 1) Design of AC access road section from Corral Hollow to Hansen Lift Station; allow for Boom-truck turning radius and back-in into lift station.
 - 2) New standby generator: panels/controls are to be easily accessible without use of ladder; locate controls at ends if necessary (limited by MCC and entrance manhole structure); if generator moved outside existing wall, must be secured separately wall extended.
 - 3) All new MCC (TESCO with soft-start) and VFDs with AC for VFDs to be installed.
 - 4) New electrical service entrance and PG&E transformer, if required by the increased electrical load.
 - 5) SCADA: provide Tesco Controls PLC L2000 model. Replace SCADA system with Wonderware.
 - 6) New in-line magnetic flow meter at discharge line (similar to Larch Lift station) to be installed to replace the existing flow meter at entrance manhole. If space will not allow for this type of meter, options will be investigated.
 - 7) Evaluate the need for relining the lift station wet well due to corrosion. Add appropriate design and testing based on evaluation.
 - 8) New pumps with close-coupled discharge pipes, if needed or required to be upsized.
 - 9) New stainless steel air bubbler control line to replace existing.
 - 10) Flygt pumps with N-Type impellers.
 - 11) Phone system at main meter location in regards to PG&E metering, including appropriate design and coordination with phone Company.
 - 12) New fire hydrant to obtain adequate water to wash down the station; extend water service (with backflow) from existing water located north of lift station to outside station entrance; existing 1" service (hose bib) located within lift station (coming from east) is not working, repair if needed.
 - 13) Flashing light alarms visible from Corral Hollow.
 - 14) Evaluation of need for new power cable coupling, with design based on outcome.
 - 15) Removal by Contractor of deleterious materials (pavement, last project damaged pump) from the lift station before putting lift station back in service.
 - 16) Notation in documents that, when adjacent site was dewatered for installation of gravity sewer line, the pavement within the lift station site apparently settled with the lift station and entrance manhole structure remaining at designed elevations, so AC placed to offset settlement.
- B. Disconnection of 12-inch and 14-inch Hansen Sewer Lift Station force mains from discharging into existing Larch Road Lift Station.

- C. Larch Road Lift Station, with associated force mains, maintained in service to Wastewater Treatment Plant.
- D. Combined flow from existing 12-inch and 14-inch force mains, disconnected at Larch Lift Station as noted above, replaced by approximately 4,500 lineal feet of new force main to existing Wastewater Treatment Plant, thus allowing Hansen and Larch Lift Stations to operate independently of each other.
 - 1) New force main to handle the ultimate 8.0 mgd Hansen Lift Station capacity, with design including compatibility with both the ultimate 8.0 mgd force main and the interim 6.58 mgd lift station pumping system.
 - 2) Extent of pavement replacement along proposed force main alignment; also, associated geotechnical for pavement section recommendation.
- E. Design support during the bid and construction periods.

II. COMPLETION OF THE SCOPE OF SERVICES AND PROJECT RESTRICTIONS:

CONSULTANT will commence performance after receipt of Notice to Proceed with design, and complete all required services no later than the dates set forth herein. CONSULTANT will provide Bid Period Services and Design Support during Construction concurrent with bidding and construction, and will provide Post Construction Services at the completion of construction as noted in this work scope.

This section describes the tasks for the CONSULTANT to perform design activities for the Project. Each subtask includes assumptions and deliverables to help quantify the level of effort demonstrated in Exhibit "B" – Cost proposal.

III. TASK 1 SERVICES: PROJECT MANAGEMENT. All phases of the work will be managed under a single project management task for project execution, office administration and invoicing, coordinating work of the design team, and coordinating and reporting on the progress of the Project to the CITY. Project Manager will monitor project progress, assign labor resources, review work products, respond to CITY requests and concerns, and maintain communications with City staff to ensure satisfactory completion of the work on schedule and within budget. Design decision meetings will be held to discuss design options, coordinate project reviews, and receive project design comments. This task will include the following items of work:

- A. Conduct Project Kickoff Meeting: A project kickoff/chartering meeting involving key CITY staff and project team members will be held at project initiation. Meeting objectives include:
 - Define project objectives and issues
 - Review preliminary design concepts and approach
 - Introduce project team members and their responsibilities
 - Review lessons learned from similar CITY projects
 - Establish points of interface and lines of communication
 - Establish a decision-making process for the project, using decision logs
 - Reach consensus on the review processes to be followed

At the outset of the project, the Project Manager will develop a Project Plan for use by the project team. The Project Plan will include a brief description of the project, a work plan with staff assignments, communications plan with contact information, budget, schedule, quality control plan with reviewer assignments, and closeout plan. The schedule will show the start date, duration, and end date for each key task or deliverable. The schedule will identify the roles and responsibilities that will be carried out by CONSULTANT, subconsultants, permitting or approval agencies, and CITY staff.

Assumptions – The kickoff meeting will be 4 hours long.

Deliverables – Written kickoff/chartering meeting minutes.

- B. Conduct Progress Meetings: Consultant will conduct regularly scheduled progress meetings with the CITY design review team throughout the course of design. These meetings will be held on a bi-weekly basis during the preliminary design phase and monthly during the design phase. If requested by the CITY or CITY Committees, a meeting to present the design documents will be held. Provide meeting agenda two (2) days in advance of each meeting and minutes for each meeting within three (3) days following the meeting. Produce and maintain a decision log to record details of decision-making on important design issues.

Assumptions – Each meeting will be two (2) hours long. A maximum of six (6) project progress meetings with CITY will be held. In order to minimize costs, the CONSULTANT'S Project Manager will attend these meetings in person and other staff may participate via conference call if warranted.

Deliverables – Written minutes of the results of the kickoff/chartering meeting within three working days.

- C. Prepare and Submit Status Reports: Prepare and submit monthly reports to CITY indicating status for completion of the work. The monthly progress report will include:
- An overview of work accomplished during the previous month
 - A list of key accomplishments
 - A description of current key activities and an updated schedule for each task

Assumptions – Status reports will accompany invoices at the end of each month.

Deliverables – Monthly status reports submitted with monthly billing statement.

- D. Manage Project Activities: CONSULTANT will manage and coordinate the activities of team members to keep the Project on schedule and within budget, and will coordinate with CITY staff and subconsultants. A Microsoft Project design schedule will be used in managing project activities, illustrating the sequence of tasks and project milestones.

Assumptions – When review submittals are made to the CITY, comments will be returned to CONSULTANT in a single compiled and filtered set of documents.

Deliverables:

- Project schedule (updated as required)
- Project budget (updated monthly)
- Action item list (updated continuously)
- Decision log (updated continuously)
- Description of upcoming project submittal deliverables at each milestone

- E. Quality Assurance/Quality Control: CONSULTANT will establish a review team composed of senior staff members with appropriate experience in their fields. Senior staff will review designs and project deliverables for adequacy and constructability.

Assumptions – As noted above.

Deliverables – Reviewer comments incorporated into defined deliverables in this Scope of Work.

IV. TASK 2 SERVICES: PRELIMINARY DESIGN. Preliminary design activities will be completed for the HANSEN SANITARY SEWER SYSTEM UPGRADES project. The purpose of this task is to lay the groundwork for the detailed design phase by finalizing alignments, defining project components and costs, and obtaining tentative project approvals from the CITY and permitting agencies. CONSULTANT will develop criteria and analyses necessary to proceed with the final design of the pipeline project, including the following items of work:

- A. Field Reconnaissance Activities: Conduct investigative fieldwork and review pertinent documents to become familiar with project criteria. These efforts include:
- Site reconnaissance, including assembling a photographic record of the site(s) and pipeline alignment(s).
 - Review of existing information including as-built drawings and project specifications provided by the CITY.
 - Project site visit to review the condition of existing Hansen Lift Station, pump system, force main, wet well (liner, concrete wall), valves, electrical and instrumentation systems, flow metering, generator, SCADA system, pavement conditions, and influent manholes.

Assumptions – Single field visit to Project area.

Deliverables – Site reconnaissance findings incorporated into Preliminary Design Report.

- B. Data/Report Collection and Utility Research: The CITY will provide and CONSULTANT will review reports and data relating to the Project. Data will include drawings/plans and geotechnical reports for existing utilities and surrounding conditions, and existing improvement/facilities for adjacent properties and roadways within the Project area. CONSULTANT will review the utility and civil plans of the affected streets and adjacent developments to locate existing and planned utilities and other facilities. CONSULTANT will identify and resolve the known point(s) of conflict related to the new improvements.

Assumptions – CITY will provide CONSULTANT with copies of geotechnical reports for the Hansen Lift Station, the Larch Road Lift Station, the 12-inch and 14-inch sewer force mains, and any other adjacent and applicable facilities including, but not limited to, the adjacent gravity sewer project that resulted in settlement at the Hansen Lift Station.

Deliverables – Summary of information included in the Preliminary Design Report.

- C. Public Involvement Support/Coordination: CONSULTANT will attend up to one (1) public meeting during preliminary and final design, to assist CITY staff with answering questions and issues/concerns of property owners or stakeholders near the Project area. Renderings and other visual handouts required to be prepared by CONSULTANT to assist CITY with public may be provided as an Additional Service, while information otherwise gathered and prepared as part of on-going preliminary design will be made available for such public meetings as part of this work scope.
- D. Agency Coordination and Construction Permitting: CONSULTANT will coordinate with permitting agencies and utility companies including PG&E, local cable/telecommunication companies, San Joaquin County (see Traffic Control Plan requirements), Regional Water Quality Control Board (see Dewatering Plan requirements) and other agencies with project review authority during preliminary and final design, as required. CONSULTANT will prepare the construction permit applications required to construct the Project. A list of anticipated permits and the issuing jurisdictions included as part of this Scope of Work is provided below. CONSULTANT will contact the associated jurisdictional agencies, verify permit requirements, coordinate with agencies, distribute copies of working drawings, and

prepare exhibits to accompany permit applications. Comments received from permitting agencies will be incorporated into the final construction documents.

CONSULTANT will develop and maintain a construction permit log, documenting delivery and receipt of information from the jurisdictions requiring a construction permit. Comments that change the character of the work, requiring a change in construction technique such as use of trenchless construction where open cut was previously assumed, or that require major design changes to the construction documents, will be considered as Additional Services. The CITY will be responsible for paying all fees required for the permit applications and for signing the applications as the applicant. CONSULTANT will submit applications for construction permits in a timely manner; however, CONSULTANT cannot guarantee when agencies will issue these permits.

Anticipated construction permits include:

- San Joaquin County—Encroachment Permit
- Central Valley Regional Water Quality Control Board (RWQCB) –Water Quality Certification and National Pollutant Discharge Elimination System (NPDES)

Assumptions – The CITY will prepare and submit all environmental permit applications (other than that required for a low threat discharge of groundwater, which will be obtained by the Construction Contractor). CITY will pay all fees associated with permit applications. No environmental or other permits other than those noted above will be required for the project.

Deliverables – Completed construction permit applications for CITY signature, and draft letters to permitting agencies.

E. Prepare Preliminary Design Report: The results of the preliminary design effort and conclusions will be summarized in a Preliminary Design Report (PDR) that will be submitted to the CITY for review and comment. The PDR will describe special construction issues such as dewatering, permits that will be required, results of geotechnical and geologic reconnaissance, probable easements (if any) that will need to be obtained, preliminary construction cost estimate and schedule, and the preliminary design criteria and conclusions. The preliminary design report will encompass any memoranda prepared during the preliminary design task, as well as the following:

- Preliminary sewer alignment plan drawings
- General design criteria, such as pipe materials, thrust restraint, air/vacuum valve locations, pipe trench detail requirements, and cathodic protection systems (if required)
- Hansen Lift Station evaluation and recommended improvements
- Identification of easement requirements, if any
- Recommended lay down area requirements and locations, assuming use of existing City property
- Evaluation of native material for trench backfill
- List of permits required and timeframes to obtain
- Opinion of Probable Cost of Construction
- Project schedule

The Draft PDR will summarize decisions made during the preliminary design task. Upon resolution of CITY review comments, the preferred alternative will be selected and the Final PDR will be prepared. At this point, final design will begin.

Assumptions – Timely review and comment by CITY staff, leading to selection of the preferred alternative so that final design can proceed. Easement acquisition assistance, if needed, may be provided as an Additional Service.

Deliverables – Five Draft copies and ten Final copies of Preliminary Design Report

V. TASK 3 MISCELLANEOUS SERVICES: The purpose of this task is to complete survey, soils investigation, pot-holing, CCTV, transient surge analyses, bypass pumping plan and Larch Lift Station connection to new force main work, as required for project design and construction. Specifically, the following services will be provided:

A. **Surveying Services:** The CITY will provide the CONSULTANT with an AutoCAD base drawing of Larch Road, from the Larch Lift Station (lift station not included) to the Wastewater Treatment Plant (WWTP not included), and a portion of the Hansen Lift Station site. The CITY does not guarantee the accuracy of the provided drawing.

The CONSULTANT will provide new and supplemental surveying data to update the CITY-furnished base drawing to the CONSULTANT'S base sheets. Information will be converted to AutoCAD for insertion into the plan sheets. CONSULTANT will use the City of Tracy Benchmarks, NAD83 horizontal control and NGVD88 for vertical control. CONSULTANT will conduct supplemental surveying to field verify existing utilities, improvements, and public rights-of-way. The survey will include locations and elevations of sewer manholes, storm drain manholes and inlets, water valves, pothole locations, and other surface utility features pertinent to the location of the proposed improvements.

Assumptions – CITY will provide an AutoCAD base drawing of Larch Road, from the Larch Lift Station (lift station not included) to the Wastewater Treatment Plant (WWTP not included), and a portion of the Hansen Lift Station site. CITY benchmarks will be accessible to surveyors in the field. A maximum of 40 pothole locations will be surveyed.

Deliverables – Provide the final survey mapping with rectified photo to update the base drawing.

B. **Geotechnical/Geologic Evaluation and Design**

1) **Subsurface Exploration and Laboratory Testing Program:** CONSULTANT will conduct a geotechnical exploration program consisting of selected drilling along the pipeline alignment and at the Hansen Lift Station. This exploration program will identify potential geohazards and geotechnical characteristics of the existing soils along the alignment corridor and at the lift station. During this effort, approximately eight (8) borings with an approximate depth of 25 feet and four (4) cone penetrometer tests (CPTs) will be taken through the existing pavement section along the general pipeline alignment and at the lift station. Measurements of the existing thicknesses of the components of the pavement section will be performed at each boring location. The existing subgrade material will be observed and sampled at each boring location. Up to three (3) groundwater quality samples and six (6) hydraulic conductivity analyses will be obtained during CPT testing to assist with the dewatering discharge scope detailed in a subsequent section of the report. A characterization of the near-surface local aquifer system will be made in a general fashion, to assist with determination of flow rates and draw downs, and to permit evaluation of settlement potential.

In situ testing/sampling and laboratory testing will be performed at selected depths to establish basic soil characteristics, including moisture content, unit weight, Atterberg Limits, unconfined compression and corrosive characteristics. Grain size distribution of selected samples will be performed. Strength characteristics of selected soil samples will be evaluated by pocket penetrometer, unconfined compressive

strength, direct shear, and/or field standard penetration test data. Select bulk subgrade samples will be tested for Resistance Value (R-Value).

Soil samples will be analyzed for pH, chlorides, sulphates, resistivity, and redox potential. The results of this analysis will be used to estimate corrosivity of the soils to pipe and other construction materials.

Right of entry to the drilling locations will be provided in a timely manner by the CITY. The CONSULTANT will obtain an encroachment permit from the City of Tracy and a drilling permit from San Joaquin County Environmental Health Department to perform exploratory borings. CONSULTANT will notify Underground Service Alert prior to performing any exploration at the project site.

The data and knowledge developed from these explorations and the laboratory testing will be used to develop final design.

- 2) Geotechnical Design: CONSULTANT will conduct the following geotechnical activities:
 - Field activities
 - Site reconnaissance to review location-specific geotechnical/geologic issues
 - Finalizing specific exploration locations to ensure that exploration specifically addresses design issues
 - Field oversight of drilling operations and logging of soil borings
 - Preparation of draft data logs and summary reports
 - Pipeline design
 - Develop pipeline design parameters (E') and identify location-specific issues such as thrust restraint, open-cut sections and other considerations
 - Specifications and details
 - Prepare specifications and details (trench excavation, shoring, fill, and backfill)
- 3) See Environmental Site Assessment and Dewatering Discharge Evaluation Plan for groundwater requirements.
- 4) The Geotechnical Report will consist of field and laboratory investigation results and tests, a description of soil and groundwater conditions along the proposed pipeline alignment and lift station site, and recommendations for the following design and construction items:
 - a) Pipeline: including temporary open excavations; stability, shoring, and dewatering considerations; and pipe loading, pipe bedding, trench backfill, and compaction parameters; appropriateness of native soil for backfill and soil conditioning needs; and general soil corrosivity characteristics with pipeline recommendations.
 - b) AC pavement repairs along pipeline trenching and new access road at Hansen Lift Station: including excavation, backfill, compaction and pavement section recommendations.
 - c) Structural pads and/or walls required at the Hansen Lift Station: including excavation, backfill, compaction, foundation and structural section recommendations.
 - d) Discussion of geologic hazards that may affect pipeline project development.

Assumptions – Eight (8) borings with an approximate depth of 25 feet and four (4) cone penetrometer tests will be taken. Cuttings will be disposed of in a municipal landfill. If environmental contamination is encountered, this will be handled as Additional Services.

Deliverables – Five copies each of Draft and Final Geotechnical Evaluation Report.

- C. Potholing Activities: CONSULTANT will locate the existing utility lines and structures on the plans and profile sheets based on information received from the owner of the utility and available as-built drawings, as well as from potholing where necessary. Potholing will be performed where utilities cannot be located by field survey or available utility records. This task includes field location of selected underground utilities using exploratory potholing, focusing particularly in those areas where there is limited or conflicting available utility information. In some cases, existing utilities at selected sites will be located using electronic instrumentation as part of the potholing process.

CONSULTANT will be responsible for obtaining permits from San Joaquin County for potholing in public right-of-ways.

Assumptions – A maximum of 40 potholes will be required. Excavated material can be disposed of in a municipal landfill or returned back to the excavation. If environmental contamination is encountered, this will be handled as Additional Services.

Deliverables – Utility log information incorporated in design documents.

- D. CCTV of Abandoned Utility: CONSULTANT will video the abandoned stormwater pipeline, located from east of the Larch Road and Holly Drive intersection to the WWTP, to determine whether the new force main may be installed inside the abandoned stormwater pipeline.

Assumptions – Existing storm drain is not capped off and is clear of debris.

Deliverables – Video illustrating the existing condition of abandoned storm drain.

- E. Traffic Control Plan: CONSULTANT will designate that the construction Contractor be responsible for furnishing the Traffic Control Plan. CONSULTANT will establish general parameters for Traffic Control, as supplied by the CITY.

Assumptions – Traffic control plan(s) are not required by San Joaquin County.

Deliverables – General traffic control parameters will be included in the contract documents.

- F. By-Pass Pumping Plan: CONSULTANT will prepare by-pass pumping plan(s) for construction, including drawings and specifications for by-pass pumping anticipated to be needed during construction of modifications to the Hansen Lift Station and the disconnection/connection of force mains. By-pass pumping plan(s) will be included as part final contract drawings.

Assumptions –The CITY will provide as-built drawings for the facilities. By-pass pumping plans will be incorporated during off-peak hours, likely at night. CITY will provide recorded flows for off-peak hours for use in establishing by-pass conditions.

Deliverables – Five each of Draft and Final By-Pass pumping Plan(s) will be developed.

- G. Larch Lift Station Connection to New Force Main: CONSULTANT will prepare plans for construction of connection of Larch Lift Station to the New Hansen Lift Station force main, to be used during emergency/back-up conditions as a back-up to the existing 18-inch Larch Lift Station force main being out of service. Work includes basic hydraulic analysis to ensure systems are compatible when both Hansen and Larch Lift Stations are pumping simultaneously into the new force main.

Assumptions – The CITY will provide proposed flow rates to be transferred from the Larch Lift Station to the new pipeline, and as-built drawings for these facilities.

Deliverables – Five each of Draft and Final Connection Plans.

- H. Transient Surge Analysis: The CITY's current plan will require that the existing 12-inch and 14-inch pipelines from the Hansen Lift Station achieve velocities of almost six (6) feet per second to pass the required 6.48 mgd. Column separation is a real potential with velocities in this range. A surge analysis will be conducted for both the near term 6.48 mgd flow rate and the ultimate flow rate of 8.0 mgd. Surge protection recommendations will be made. Emergency flows from the Larch Road Lift Station will also be included in the surge analyses.

Assumptions – If found to be needed, surge protection devices may be designed as an Additional Service.

Deliverables – Five copies of a Draft Surge Protection Technical Memorandum will be prepared summarizing the recommendations for surge protection. Final text will be incorporated into the PDR.

- I. Corrosion Investigation: The CONSULTANT's corrosion specialist will inspect the Hansen Lift Station wet well and present recommendations regarding condition and recommended repairs. If the force main along Larch Road is determined to be constructed of ductile iron or other metallic pipe, this work will also include design of a cathodic protection system, if found to be needed due to corrosive soils in the area.

Assumptions – Inspection work at the lift station will be carried out from the ground surface. No confined space entry or harness equipment will be needed. CITY staff will assist with temporary dewatering and wash down of the wet well.

Deliverables – Findings to be included with the project PDR and design documents.

VI. TASK 4 SERVICES: ENVIRONMENTAL SITE ASSESSMENT AND DEWATERING DISCHARGE PLAN.

The purpose of this task is to assess the sewer alignment and Hansen Sewer Lift Station site for hazardous materials contamination and develop a groundwater dewatering discharge plan. The following specific services will be provided:

- A. Environmental Site Assessment: CONSULTANT will conduct a limited Environmental Site Assessment (ESA) narrowed in scope to the selected pipeline alignment(s) and the Hansen Sewer Lift Station site to determine and document the degree to which current or past activities on the project site or adjacent properties may have resulted in contamination of the project site soils, surface water, or groundwater. The project site is defined as those areas to be disturbed during construction activities associated with the selected pipeline alignment and Hansen Sewer Lift Station site, including a 50-foot perimeter buffer zone.
- 1) The ESA will include a field reconnaissance visit, review of readily available records and maps, and interview(s) with regulatory agencies concerning past use of the project site.
 - a) The primary purpose of the project site history research is to identify any businesses within the study area (up to a 0.5-mile radius of the project site) that have potentially discharged hazardous substances directly or indirectly onto the project site. Existing information will be reviewed and used whenever available.
 - ◆ Readily available historical aerial photographs of the project site and adjacent properties will be obtained and reviewed to identify past and current activities or on-site conditions potentially related to the use or disposal of hazardous substances. Where available, historical aerial photographs will be reviewed dating from the 1930s to the present. Photographs will be reviewed for intervals of approximately 5 years, based on availability. A chronology of conditions observed

in the photographs will be compiled and included in the ESA report. Photographs with evidence of significant observations will also be included in the ESA.

- b) The purpose of the environmental records review is to identify the possible presence of regulated materials on or under the project site that may have been previously documented by environmental regulatory agency actions.
 - ◆ The list of property occupants and owners developed in the site history section of the study will be evaluated to develop a list of suspect businesses that may be of environmental concern. Businesses such as auto repair shops or dry cleaners are selected for records review, while service businesses such as insurance sales or small gift shops are typically not included. Unnamed residences are generally not included because they lack a formal business name (most of the agency files are organized by business names). When suspect businesses are identified, the agency records can be researched to determine whether there is evidence of hazardous material releases. A list of suspect business records will be presented in the environmental records review section of the report.
 - ◆ Regulatory agency databases will be reviewed for readily available information regarding the project site and immediate surroundings. Records describing the actual or potential environmental site impairments for the sites identified in the database search can be found in the offices of the federal, state, and local regulatory agencies. In addition, records maintained by the local utilities and the owner/operator can provide information regarding facility operations, physical property layout, and the types of hazardous materials used on the site. The research findings will be documented for the records reviewed, and follow-up to records research findings will be conducted. If agency records indicate that a leaking underground tank is located within the study area, additional research will be conducted to assess potential project site risk. Reports that are found during records review will be included as an appendix to the report, if appropriate.
 - c) A site visit will be conducted in an effort to confirm conditions related to the potential presence of hazardous materials identified from the site history research. In addition, project site observations will be made to identify additional sources of potential contamination. The site visit typically includes a visual inspection of the property site, structures, land, and water, for indications of past or potential contamination. The adjacent properties and activities are also identified. The environmental setting also will be observed. This includes topography, soil, vegetation, improvements and proximity to surface water. A report section will describe those sources of potential contamination that are confirmed. Site condition maps will be provided as part of the site visit task.
 - d) A regulatory agency will be contacted (local fire department or Environmental Health Services) and a representative interviewed via telephone to obtain information regarding potential hazardous materials issues associated with the project site.
- 2) The following Special Terms and Conditions apply to the ESA.
- a) Cost estimates for cleanup and identification of parties potentially responsible for cleanup of hazardous substance releases are not included in this work.
 - b) CONSULTANT staff performing the site assessments are not attorneys; therefore, this report is not a legal representation or interpretation of environmental laws, rules, regulations, or policies of local, state, or federal governmental agencies.

- c) CONSULTANT's services will not include directly or indirectly storing, arranging for, or transporting, disposing, treating, or monitoring hazardous substances, hazardous wastes, or hazardous oils.
- 3) CONSULTANT's services will not include an independent verification of the quality of work conducted and information provided by independent laboratories or other independent contractors retained by CONSULTANT in connection with CONSULTANT's services provided to the CITY.
- 4) Limitation of Assessment
- a) The ESA report will be prepared for the exclusive use of the CITY for specific application to the project site described in this report. No warranty, expressed or implied, is made. There are no beneficiaries of this report other than the CITY, and no other person or entity is entitled to rely upon this report without the written consent of CONSULTANT, and a written agreement limiting CONSULTANT's liability.
- b) CONSULTANT is not responsible for any claims, damages, or liabilities associated with the interpretation of these findings or reuse of the analysis, associated site data, or recommendations without the express written authorization of CONSULTANT.
- c) Limitations of this assessment may not be altered or waived without written consent of CONSULTANT.
- d) The ESA report will include a limitations section indicating which items were beyond this scope of work to review:
- ◆ the presence of radon;
 - ◆ the presence of lead-based paint;
 - ◆ the presence of asbestos containing material;
 - ◆ lead in drinking water;
 - ◆ identification or delineation of jurisdictional wetlands;
 - ◆ issues associated with worker health and safety;
 - ◆ issues pertaining to compliance with environmental regulations; or
 - ◆ liabilities associated with the offsite management of solid or hazardous wastes.
- The exclusion of the above items is not a representation of the relevance of these non-scope considerations to the subject property.
- e) The ESA is a technical report and is not a legal representation or interpretation of environmental laws, rules, regulations, or policies of local, state, or federal governmental agencies. CONSULTANT makes no representation regarding whether this investigation constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined under Section 101(35)(B) of CERCLA. This report is based, in part, on unverified information supplied to CONSULTANT from several sources during the project research; therefore, CONSULTANT does not guarantee its completeness or accuracy.
- f) CONSULTANT assumes no responsibility for conditions we are not authorized to investigate or conditions not generally recognized as environmentally unacceptable when services were performed. CONSULTANT will not perform any surface or subsurface sampling and cannot therefore give any assurance as to the absence or presence of surface or subsurface contamination. Any opinions or recommendations presented herein apply to site conditions existing when services were performed. CONSULTANT is unable to report on or accurately

predict events that may change the site conditions after the described services are performed, whether occurring naturally or caused by external forces.

- g) The degree and quality of the information contained in this report is the result of a limited scope of work and a limited fee, as directed by CONSULTANT's client.

No investigation is thorough enough to exclude the presence of hazardous substances at a given site. If hazardous substances or hazardous conditions have not been identified during the assessment, such a finding should not therefore be construed as a guarantee of the absence of such substances or conditions, but rather as the result of the services performed within the scope, limitations, and cost of the work performed.

Assumptions – As noted above.

Deliverables – Fives copies of the Environmental Site Assessment Report.

4. Groundwater Conditions: The Environmental Site Assessment will be supplemented with laboratory testing of groundwater at three locations. Each sample will be analyzed for general minerals, total petroleum hydrocarbon, or other hazardous materials that could delay project construction or restrict discharge of groundwater removed during pipeline construction.

Assumptions – As noted above.

Deliverables – Included with ESA Report, above.

- B. Dewatering Discharge Plan: CONSULTANT will consult with the Regional Water Quality Control Board to evaluate groundwater discharge concepts for dewatering operations during construction. CONSULTANT will develop a discharge evaluation plan to identify appropriate disposal options including sewer or storm water system discharge, open basins, or surface discharge. The purpose of the plan will be to provide the prospector bidders with sufficient information to scope, implement, and estimate their costs for feasible groundwater discharge plan. CONSULTANT will incorporate the final groundwater discharge plan into the construction documents.

Assumptions – CITY will provide CONSULTANT with construction dewatering records for at least two adjacent similar CITY pipeline trench dewatering projects, including the project that resulted in settlement of the pavement at the lift station.

Deliverables –Fives copies of the Groundwater Discharge Evaluation Plan.

VII. TASK 5 SERVICES: PREPARE DESIGN DRAWINGS AND SPECIFICATIONS. Based on the Task 2, 3 & 4 findings and recommendations, final design activities will be completed for the HANSEN SANITARY SEWER UPGRADE SYSTEM project. CONSULTANT will prepare complete final construction documents including calculations, technical specifications, plans, and construction cost estimates. CONSULTANT will submit preliminary plans to permitting agencies with jurisdiction, and revise as necessary to gain approval for the Scope of Services as listed in Item I. OVERVIEW OF SCOPE OF SERVICES of this Task Order.

- A. Prepare 60 percent and 90 percent Design Drawings: After preliminary design is approved, CONSULTANT will perform final design of the Project. CONSULTANT will prepare pipeline drawings on plan and profile sheets at a horizontal scale of 1"= 40' and a vertical scale of 1"= 4'. The drawing sheet size will be 22" x 34". All drawings will be developed in AutoCAD format with CITY title blocks, and will conform to CITY CAD standards.

Pipeline drawings will include the following special details: trench sections, pipe installation by pipe bursting or other methods as required, and connections to existing pipeline(s) and

lift station facility upgrades. The existing Hansen Lift Station will require site civil, architectural, structural, mechanical, electrical, and instrumentation and control design. The following design drawings will also be included:

- Demolition, site, utility, grading, drainage, and erosion control plans with appropriate detail sheets.
- Structural plans for required special structures consisting of plan views, sections, and details. Structural drawings of the upgraded lift station will be developed, as needed.
- Mechanical plans showing lift station plan and sections, with appropriate details.
- Electrical plans including one-line diagrams and appropriate details.
- Process & Instrumentation Diagrams will show needed controls and instrumentation, providing functional descriptions of the instruments, as well as loop descriptions.

CONSULTANT will submit drawings to the CITY for review and comment at the 60 and 90 percent completion levels. CONSULTANT will also submit the drawings to applicable utility companies and regulatory agencies. CONSULTANT will complete a constructability review with the 90 percent design submittal.

Assumptions – A total of not more than 33 drawings are to be prepared for this project. The anticipated drawings include:

PRELIMINARY LIST OF DRAWINGS

1	G-1	Cover Sheet, Index, and Location Map
2	G-2	Abbreviations, Legends and General Notes
3	G-3	Key Plan and Survey Control
4	GC-1	Miscellaneous Civil Details
5	GC-2	Miscellaneous Civil Details
6	C-1	Project Site Plan
7	C-2	Sewer Pipeline Plan & Profile 1
8	C-3	Sewer Pipeline Plan & Profile 2
9	C-4	Sewer Pipeline Plan & Profile 3
10	C-5	Sewer Pipeline Plan & Profile 4
11	C-6	Sewer Pipeline Plan & Profile 5
12	GM-1	Standard Mechanical Details 1
13	GM-2	Standard Mechanical Details 2
14	1M-1	Hansen Lift Station Mechanical Plan & Details
15	1M-2	Hansen Lift Station Mechanical Section & Details
16	2M-1	Larch Lift Station Mechanical Details
17	3M-1	Treatment Headworks Mechanical Details
18	GS-1	Miscellaneous Structural Details and Notes
19	GS-2	Miscellaneous Structural Details
20	GE-1	Electrical Symbols & Abbreviations
21	GE-2	Miscellaneous Electrical Details
22	E-1	Site Plan
23	E-2	Service Entrance, MCC One Line Diagram & Elevation
24	E-3	Hansen Lift Station Pwr, Ltg & Grd Plan
25	E-4	Hansen Lift Station Pump Control Schematic
26	E-5	Hansen Lift Station Panel and Conduit/Cable
27	GI-1	Instrumentation Symbols & Abbreviations
28	I-1	PLC/HMI Control Panel
29	I-2	Hansen Lift Station - P & ID
30	CP-1	Cathodic Protection Details 1
31	CP-2	Cathodic Protection Details 2
32	CP-3	Cathodic Protection Details 3
33	CP-4	Cathodic Protection Details 4

Survey mapping with rectified photo will be used for the plan view on the pipeline plan and profile sheets. CITY departments will provide review comments, and a single compiled and filtered set of documents will be returned to CONSULTANT within three (3) weeks after each submittal. Review comments will not change those frozen concepts agreed to in the PDR or later phases of the work.

Assumptions – Coordinating and responding to Building Department reviews will not be required for this project.

Deliverables – Five sets of review submittal documents (half-size drawings) at the 60 and 90 percent completion levels. Comments received will be incorporated into the next planned deliverable. Comments not incorporated will be noted with an explanation as to why they are proposed to be modified or disregarded.

- B. Prepare 60 percent and 90 percent Specifications: CONSULTANT will prepare technical specifications using the CITY'S Contract Document format. Specifications will consist of technical specifications in Microsoft Word, Arial 11-point font, for incorporation as Division III into the CITY'S Contract Document format. Divisions I, II, and IV will be prepared by CITY staff with assistance and review by the CONSULTANT. CONSULTANT will prepare the Schedule of Prices of Division IV.

Assumptions – Technical specifications will use CITY'S Contract Document format. Review timing and scope is as noted in A. above. At the 60 percent level of completion, specifications will include a complete index of technical sections, as well as draft specifications for key equipment and piping. The 90 percent specifications will be essentially complete and ready for biddability/constructability review.

Deliverables – Fives sets of specifications at the 60 and 90 percent completion levels.

- C. Prepare and Update Opinion of Probable Cost: CONSULTANT will prepare and update a construction cost estimate at the 60 and 90 percent completion level and submit with plans and specifications for review.

Assumptions – As noted above.

Deliverables –Fives copies of the cost estimate submitted at the 60 and 90 percent completion levels with the review documents.

- D. Finalize 100 percent Construction/Bid Documents: After CONSULTANT receives CITY 90 percent submittal review comments, CONSULTANT will finalize drawings and specifications as construction documents, ready for bidding. CONSULTANT will organize plans and specifications into one set of documents. CONSULTANT will develop a final construction schedule and Opinion of Probable Cost as part of this task. The 100 percent Opinion of Probable Cost numbers will correspond with Construction Bid Items and match the Schedule of Prices in Division IV of the specifications. These procedures will form part of the General Requirements section of the bid documents.

Assumptions – Final print-ready drawings will be plotted on vellum or bond paper, and camera-ready specifications will be printed on bond paper.

Deliverables – Following CITY approval of the 100 percent complete documents:

- One set of original reproducible drawings; signed and stamped by, civil, structural, geotechnical, mechanical and/or electrical discipline specialists, as appropriate.
- One original specification book; signed and stamped by civil, structural, geotechnical, mechanical and/or electrical consultants, as appropriate.
- Final Opinion of Probable Cost.
- One CD of Plans in AutoCAD 2007 or later version.
- One CD of Specifications in MS Word 2003 or later version.
- All survey documents will be delivered to the City.

VIII. TASK 6 SERVICES: BID PERIOD SERVICES. Upon direction from CITY's Authorized Representative, CONSULTANT will provide Engineering Support Services during contract advertisement and award including:

- A. Attend Pre-bid Meeting: CONSULTANT will attend and participate in one pre-bid meeting with prospective bidders, and will be responsible for addressing technical issues discussed at the meeting.

Assumptions – CITY will provide facilities for hosting the pre-bid meeting.

Deliverables – Attendance at pre-bid meeting, and meeting minutes.

- B. Respond to Bidder Inquires and Prepare Addenda: CONSULTANT will respond to technical inquiries made by prospective bidders during the bidding process. This process will be managed to ensure consistent information is provided to the bidders. Information will be channeled through a single contact and responses distributed as appropriate by addenda to all plan holders.

Assumptions – Maximum of two addenda will be issued by the CITY.

Deliverables – Prepared addenda for distribution by the CITY to all plan holders.

- C. Select Contractor: CONSULTANT will attend the bid opening and assist, as requested, in the opening of bids. After bids are opened, CONSULTANT will assist in evaluating bids, recommend award of the bid, prepare a bid summary, and distribute the bid summary to the CITY.

Assumptions – Minimal involvement, except attending the bid opening and bid summary development. It is assumed the bids will be "clean" and will not have bid qualifying statements that make comparing the costs difficult.

Deliverables – Bid evaluation letter and bid summary.

- D. Conformed Contract Documents: CONSULTANT will incorporate Addendum items into the Contract Documents and provide the CITY with a Conformed set of reproducible drawings and specifications for distribution by the CITY to the selected contractor. CONSULTANT will provide the CITY with a CD containing the conformed Contract Documents.

IX. TASK 7 SERVICES: DESIGN SUPPORT DURING CONSTRUCTION. Design Services during Construction include engineering office support, attendance at progress meetings, submittal review, response to design clarifications and requests for information, review of design change orders, site visits, and final inspection prior to project acceptance. The following services will be provided during construction.

- A. Pre-Construction Meeting: CONSULTANT will initiate the pre-construction meeting among the contracted parties to discuss project logistics and the Contractor's operating plan. This meeting will include review of procedures to be used for processing submittals, requests for information, field changes, and payment requests.

Assumptions – Pre-construction meeting will be two (2) hours long.

Deliverables – Attendance and pre-construction meeting minutes.

- B. Progress Meetings: CONSULTANT anticipates that a maximum of ten progress meetings will be needed during construction, as requested by the CITY to discuss construction progress, problems, or other issues affecting completion of the Project.

Assumptions – In order to stay within budgetary limits, this initial Scope of Work includes CONSULTANT attendance at five (5) meetings, each having a duration of two (2) hours.

Deliverables – Attendance.

- C. Change Order Review: CONSULTANT will assist the Construction Manager with review of contractor change order requests and assist in redesign efforts leading to change order preparation for the construction contract.

Assumptions – A maximum of 10 change orders are assumed to be needed for this project. In order to stay within budgetary limits, this initial Scope of Work includes CONSULTANT review of up to five (5) change orders. Cost estimates and negotiations to be conducted by Construction Manager.

Deliverables – Attendance and review comments.

- D. Submittal Review: CONSULTANT will answer questions and review construction submittals prepared by the Contractor. A submittal-tracking log will be provided and coordinated with CITY's Construction Manager.

Assumptions – A maximum of 50 submittals and resubmittals are anticipated for this project. In order to stay within budgetary limits, this initial Scope of Work includes CONSULTANT review of up to 25 submittals or resubmittals.

Deliverables – Submittal-tracking log and reviewed submittals.

- E. Requests for Information: CONSULTANT will review and respond to Contractor Requests for Information (RFIs) or clarification during construction, based on varying field conditions or contract documents/drawings. Issues will be resolved fairly, equitably, and expeditiously.

Assumptions – Throughout the Project, the CITY's Construction Manager, with periodic support from CONSULTANT team, will respond to requests for information. A maximum of 20 Requests for Information (RFIs) are anticipated for this project. In order to stay within budgetary limits, this initial Scope of Work includes CONSULTANT responses to up to ten (10) Contractor RFIs.

Deliverables – RFI responses.

- F. Startup Assistance: CONSULTANT will assist CITY staff in field review of the lift station electrical equipment prior to energizing, and witness pre-operational testing by the Contractor and equipment suppliers. CONSULTANT will provide up to 16 hours of assistance during startup and operational testing to determine potential trouble spots, operational control, and final acceptance procedures.

Assumptions – A maximum of 16 hours are assumed for assistance during start-up. Due to budgetary limitations, this subtask is not included in the current Scope of Work and may be added as an Additional Service.

Deliverables – None.

- G. Record Drawings: CONSULTANT will prepare final Record Drawings for the Project following completion of construction, and submit to the CITY in AutoCAD electronic format, as delivering hard copy reproducible Drawings. These reproducible documents will be full size 22" x 34". Record Drawings will be prepared using AutoCAD construction drawings and the Contractor's marked-up set of field drawings, showing the as-constructed work and not the deleted work, if any. Any deleted work on the original drawings will remain as a layer on the AutoCAD file, which is then turned off to show only the final constructed Project.

Assumptions – The CITY Construction Manager or Contractor will provide a marked-up set of design drawings to CONSULTANT showing revisions that are to be used to create record drawings. CONSULTANT will assume these mark-ups are accurate; verifying the information shown is not required. CONSULTANT also assumes the CITY or Contractor will incorporate changes resulting from RFIs and Change Orders into the mark-ups that are provided to CONSULTANT. Notes or other markings not desired or required on the final Record Drawings will be excluded from the files provided to CONSULTANT by the Contractor or Construction Manager. Due to budgetary limitations, this subtask is not included in the current Scope of Work and may be added as an Additional Service.

Deliverables – Final set of Record Drawings in AutoCAD form and full sized drawings.

- H. Design Management during Construction: CONSULTANT will provide oversight for engineering tasks included under Task 7 of this agreement. Services will include monthly invoicing and progress updates.

Assumptions – The construction period will last up to seven (7) months.

Deliverables – Monthly billing statements and status reports.

PROJECT SCHEDULE

(Assumes March 15, 2011 City Council approval of Task Order)

Task 1: Project Management

Ongoing and concurrent with other Tasks.

Task 2: Preliminary Design (4 months)

Draft Preliminary Design Report 6/24/2011

City review: 3 weeks

Final Preliminary Design Report 7/29/2011

Task 3: Survey, Soil Investigation, Pot-Holing, CCTV, By-Pass Pumping Plan

Subconsultant Work Complete 6/3/2011

Task 4: ESA and Dewatering Discharge Plan

To be determined, if needed

Task 5: Prepare Design Drawings and Specifications (6 months)

60% Documents 9/30/2011

3 week City review

90% Documents 12/9/2011

3 week City review

Bid Documents 1/27/2012

Task 6: Bid Period Services (6-8 weeks bid/award)

As needed.

Task 7: Design Support during Construction (7-8 months)

As needed.

City of Tracy
Hansen Sanitary Sewer System Upgrades

Labor Category: E8 Mngng Engr; E7 Spvng Engr; E6 Princ Engr; E4 Engr; E2 Asst Engr; T2 Engr Intern; A3 Word Proc	E8	E7	E6	E5	E4	E2	T2/ A3	Total Hours	Total Labor	ODCs*	TOTAL
Project Tasks	\$200	\$178	\$160	\$144	\$130	\$105	\$88				
Task 1: Project Management											
Task 1.A - Project Kickoff Meeting	4	8				4	2	18	\$2,820	\$200	\$3,020
Task 1.B - Progress Meetings (12-14 through design)	24	48				24		96	\$15,860	\$500	\$16,360
Task 1.C - Status Reports	8	20				4	8	40	\$6,280	\$100	\$6,380
Task 1.D - Manage Project Activities	16	24					8	48	\$8,180	\$150	\$8,330
Task 1.E - Quality Assurance/Quality Control	20	12		16				48	\$8,440	\$150	\$8,590
Subtotal, Task 1: Project Management	72	112	0	16	0	32	18	250	\$41,580	\$1,100	\$42,680
Task 2: Preliminary Design											
Task 2.A - Field Reconnaissance Activities	4	16				8	2	30	\$4,660	\$200	\$4,860
Task 2.B - Data/Report Collection and Utility Research		16				32	8	56	\$6,910	\$200	\$7,110
Task 2.C - Public Involvement Support/Coordination	2	8				8		18	\$2,660	\$100	\$2,760
Task 2.D - Agency Coordination and Construction Permitting		8				32		40	\$4,780	\$50	\$4,830
Task 2.E - Preliminary Design Report	16	24			40	80	24	184	\$23,180	\$250	\$23,430
Subtotal, Task 2: Preliminary Design	22	72	0	0	40	160	34	328	\$42,190	\$800	\$42,990
Task 3: Miscellaneous Services											
Task 3.A - Surveying Services	2	4				8		14	\$1,950	\$10,000	\$11,950
Task 3.B - Geotechnical/Geologic Evaluation and Design	4	4		4				12	\$2,090	\$21,000	\$23,090
Task 3.C - Potholing Activities	2	4				12		18	\$2,370	\$22,000	\$24,370
Task 3.D - CCTV of Abandoned Utility	2	4				4		10	\$1,530	\$2,000	\$3,530
Task 3.E - Traffic Control Plan (by Contractor?)											
Task 3.F - By-Pass Pumping Plan	2	8				32		42	\$5,180	\$100	\$5,280
Task 3.G - Larch Lift Station Connection to New Force Main	2	8		24				34	\$5,280	\$16,000	\$21,280
Task 3.H - Transient Surge Analysis	2	4						6	\$1,110	\$2,000	\$3,110
Task 3.I - Corrosion Investigation	2	4						6	\$1,110	\$7,400	\$8,510
Subtotal, Task 3: Miscellaneous Services	18	40	0	28	0	56	0	142	\$20,620	\$80,500	\$101,120
Task 4: ESA and Dewatering Discharge Plan											
Task 4.A - ESA	8	8				16		32	\$4,700	\$4,000	\$8,700
Task 4.B - Dewatering Discharge Plan		8				16		24	\$3,100	\$100	\$3,200
Subtotal, Task 4: ESA and Dewatering Discharge Plan	8	16	0	0	0	32	0	56	\$7,800	\$4,100	\$11,900
Task 5: Prepare Design Drawing and Specifications											
Task 5.A - 60% Design Submittal											
Subtask 5.A.1 - Civil Design	8	40		8	40	20	16	132	\$18,580	\$3,450	\$22,030
Subtask 5.A.2 - Mechanical Design	12	24		4	24	16	8	88	\$12,750	\$100	\$12,850
Subtask 5.A.3 - Structural Design	2			12			8	22	\$2,830	\$50	\$2,880
Subtask 5.A.4 - Electrical/I&C Design	32	12	16			60		120	\$17,400	\$150	\$17,550
Task 5.B - 90% Design Submittal											
Subtask 5.B.1 - Civil Design	4	20		4	40	8	8	84	\$11,680	\$3,450	\$15,130
Subtask 5.B.2 - Mechanical Design	8	24			24	8	8	72	\$10,540	\$100	\$10,640
Subtask 5.B.3 - Structural Design	2	4		12			8	26	\$3,540	\$50	\$3,590
Subtask 5.B.4 - Electrical/I&C Design	32	12	8			80		132	\$18,220	\$150	\$18,370
Task 5.C - Opinions of Probable Cost	2	8			16	8		34	\$4,740	\$100	\$4,840
Task 5.D - Finalize Construction/Bid Documents (100%)	16	40	16	16	40	40	32	200	\$27,400	\$400	\$27,800
Subtotal, Final Design Drawings & Specifications	118	184	40	56	184	240	88	910	\$127,680	\$8,000	\$135,680
Task 6: Bid Period Services											
Task 6.A - Attend Pre-bid Meeting	2	4				4	8	18	\$2,240	\$100	\$2,340
Task 6.B - Inquires & Addenda	2	12	4			12	8	38	\$5,140	\$100	\$5,240
Task 6.C - Select Contractor	4	8						12	\$2,220	\$100	\$2,320
Task 6.D - Conformed Documents					24	16			\$4,800	\$200	\$5,000
Task 6: Subtotal, Bid Period Services	8	24	4	0	24	32	16	68	\$14,400	\$500	\$14,900
Task 7: Design Support During Construction											
Task 7.A - Pre-Construction Meeting	4	8						12	\$2,220	\$100	\$2,320
Task 7.B - Progress Meetings (up to 5 incl, ultimate 10)	4	24		16				44	\$7,380	\$300	\$7,680
Task 7.C - Change Order Review (up to 5 incl, ultimate 10)	2	4		12	12			30	\$4,400	\$100	\$4,500
Task 7.D - Submittal Review (up to 25, ultimate 50)	8	12	8		28	28	8	92	\$12,300	\$100	\$12,400
Task 7.E - Requests for Information (up to 10 incl, ult 20)	4	8			20	8		40	\$5,660	\$200	\$5,860
Task 7.F - Start-Up Assistance (Additional Service)								0	\$0		\$0
Task 7.G - Record Drawings (Additional Service)								0	\$0		\$0
Task 7.H - Design Management during Construction (7 mos.)	6	8							\$2,620	\$100	\$2,720
Subtotal, Construction Support Services	28	64	8	28	60	36	8	218	\$34,580	\$900	\$35,480
TOTAL NOT-TO-EXCEED (Tasks 1 through 6)	246	448	44	100	248	552	156	1,754	\$254,270	\$95,000	\$349,270
TOTAL NOT-TO-EXCEED	274	512	52	128	308	588	164	1,972	\$288,850	\$95,900	\$384,750

Mountain Pacific Surveys \$9,600
Neil O. Anderson \$20,300
Arrow Construction \$21,415
Subdynamic \$1,800
Traffic Control Plans \$17,500
\$15,000 Advanced Hydro Engineers
zzTechnologies \$1,800
JDH Corrosion \$3,500 pH + \$3,500 w/w

Neil O. Anderson \$3,600

includes \$3,250 JDH Corrosion, CP

includes \$3,250 JDH Corrosion, CP

partial authorization of total subtask
partial authorization of total subtask
partial authorization of total subtask
partial authorization of total subtask

Summary, Tasks 1 through 6

Total, Tasks 1 through 7

RESOLUTION _____

APPROVING TASK ORDER 1 (LR-01) TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA-LR1) WITH LEE AND RO INC. (L & R), TO PROVIDE ENGINEERING SERVICES FOR DESIGN OF THE UPGRADE OF THE CORRAL HOLLOW ROAD SEWER LIFT STATION AND FORCE MAIN ON LARCH ROAD, AND AUTHORIZING THE CTY MANAGER TO EXECUTE THE TASK ORDER

WHEREAS, On March 18, 2008, pursuant to Resolution 2008-141, City Council approved MPSA-LR1 with Lee & Ro Inc., and

WHEREAS, In order to serve the Gateway project developments, the capacity of the existing sewer lift station on Corral Hollow Road needs to be increased from 3.95 million gallons per day (mgd) to 6.58 mgd, and

WHEREAS, A new force main on Larch Road from the existing sewer lift station on Larch Road (east of Tracy Boulevard) to the Wastewater Treatment Plant (WWTP) needs to be constructed to serve this development, and

WHEREAS, Due to the specialized nature of this work and availability of resources, the services of a consultant are needed to complete this project, and

WHEREAS, L & R has submitted a proposal to complete the design work described above under Task Order 1 for a not-to-exceed amount of \$195,000, and

WHEREAS, There is no impact to the General Fund. This is an approved Capital Improvement Project funded from development impact fees. The cost of the Task Order and staff time will come from funds already paid by the developer of the Tracy Gateway Business Park and the Tracy Unified School District toward this CIP available from Fund 356-74097;

NOW THEREFORE, BE IT RESOLVED, That City Council approves Task Order 1 to the MPSA-LR1 with Lee & Ro Inc., and authorizes the City Manager to execute Task Order 1 and future task orders related to the MPSA with L & R.

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, 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

AUTHORIZE ESTABLISHMENT OF PARKING RESTRICTIONS AND STRIPING MODIFICATIONS ON DOVE DRIVE IN FRONT OF WANDA HIRSCH ELEMENTARY SCHOOL

EXECUTIVE SUMMARY

During school pick up and drop off times traffic congestion on Dove Drive around the Wanda Hirsch Elementary School has raised concerns from area residents. Wanda Hirsch Elementary School has only one driveway for entering and exiting its parking lot on Dove Drive. The school fronts residential driveways that are routinely blocked by the queue of vehicles entering the school parking lot creating delays for through traffic.

Establishment of parking restrictions on the south side of Dove Drive between Sycamore Parkway and west of the school driveway will provide room for shifting lanes thereby creating wider through lane that will provide additional space for traffic to maneuver around vehicles waiting to turn into the parking lot.

DISCUSSION

The Police Department and Development and Engineering Services Department have received concerns from neighborhood residents of Wanda Hirsch Elementary School regarding traffic congestion during school times.

Wanda Hirsch Elementary School is located on the south west corner of Dove Drive and Sycamore Parkway. There is one bus turnout on Sycamore Parkway and one bus turnout on Dove Drive. Sycamore Parkway is four-lane minor arterial street and Dove Drive is two-lane residential collector street. There are residential driveways on the north side of Dove Drive west of Sycamore Parkway. This school has only one parking lot with one driveway on the south side of Dove Drive for entering and exiting its parking lot.

Due to the constrained two lane frontage street site location and limited entry and exit points to the school parking lot, vehicles back up on Dove Drive east and west of the existing driveway. This creates congestion and delays for local residents who do not need to enter the school parking lot and would need to continue west on Dove Drive. The traffic back up during school drop off and pick up hours also makes it difficult for the residential drivers to exit their driveway on to the street.

Staff met with the Wanda Hirsch Elementary School principal and school facilities department staff and discussed the site conditions. There are two alternative approaches to address the existing concerns. One alternative involves widening of the street with acquisition of additional rights-of-way on the south side. The other alternative is to change the signing and striping to provide larger lanes for maneuvering and for through traffic.

Considering funding constraints, staff believes signing and striping changes on the existing street will provide wider through lanes that would help through traffic maneuver around vehicles waiting to turn left into the school driveway. The wider lanes and parking restrictions will also improve circulation of traffic going east and turning right into the parking lot on Dove Drive.

The proposed changes will be monitored for a period of one year in order to evaluate its effectiveness. In the event the proposed changes do not improve traffic circulation significantly, a capital improvement project will be initiated for the necessary road widening.

The following actions summarize the recommended improvements also shown in Exhibit A:

1. Install a "No Parking Zone" on the south side of Dove Drive from Sycamore Parkway to 70 feet west of the existing Wanda Hirsch Elementary School driveway to the parking lot.
2. Install "No parking from 7:00 a.m. to 4:00 p.m." from 70 feet west of the school driveway to 300 feet west of the school driveway.
3. Remove the existing "No Parking Zone" in the bus turn out to allow pick up and drop off since the bus turn out constructed for school buses is not used by the School District and is not a designated bus stop by Tracer.
4. Shift the centerline striping on Dove Drive east of the school driveway southerly, to create wider through lanes.

Staff has coordinated this proposal with the School District Facilities Department. School staff concurs with the recommendation and believe the loss of parking on the public street is insignificant compared to the benefits of improving traffic circulation.

Police Department staff has also reviewed the proposed changes and concur with the recommendations.

Section 3.08.440 of the Tracy Municipal Code requires City Council authorization to establish parking restrictions on city streets.

FISCAL IMPACT

Funding for the maintenance of City streets, which includes striping and installation parking signs, is a budgeted item included in the Public Works Department operating budget.

STRATEGIC PLAN

This agenda item supports the traffic mobility and connectivity strategic plan and specifically implements the following goals and objectives.

Goal 3: Improve Traffic Congestion Management

Objective 3c Work with TUSD to reduce traffic congestion during peak times.

RECOMMENDATION

That City Council, by resolution, authorize the following actions:

1. Install a "No Parking Zone" on the south side of Dove Drive from Sycamore Parkway to 70 feet west of the existing Wanda Hirsch Elementary School driveway to the parking lot.
2. Install "No parking from 7:00 a.m. to 4:00 p.m." from 70 feet west of the school driveway to 300 feet west of the school driveway.
3. Remove the existing "No Parking Zone" in the bus turn out to allow pick up and drop off since the bus turn out constructed for school buses is not used by the School District and is not a designated bus stop by Tracer.
4. Shift the centerline striping on Dove Drive east of the school driveway southerly, to create wider through lanes.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer
Kevin Tobeck, Public Works Director

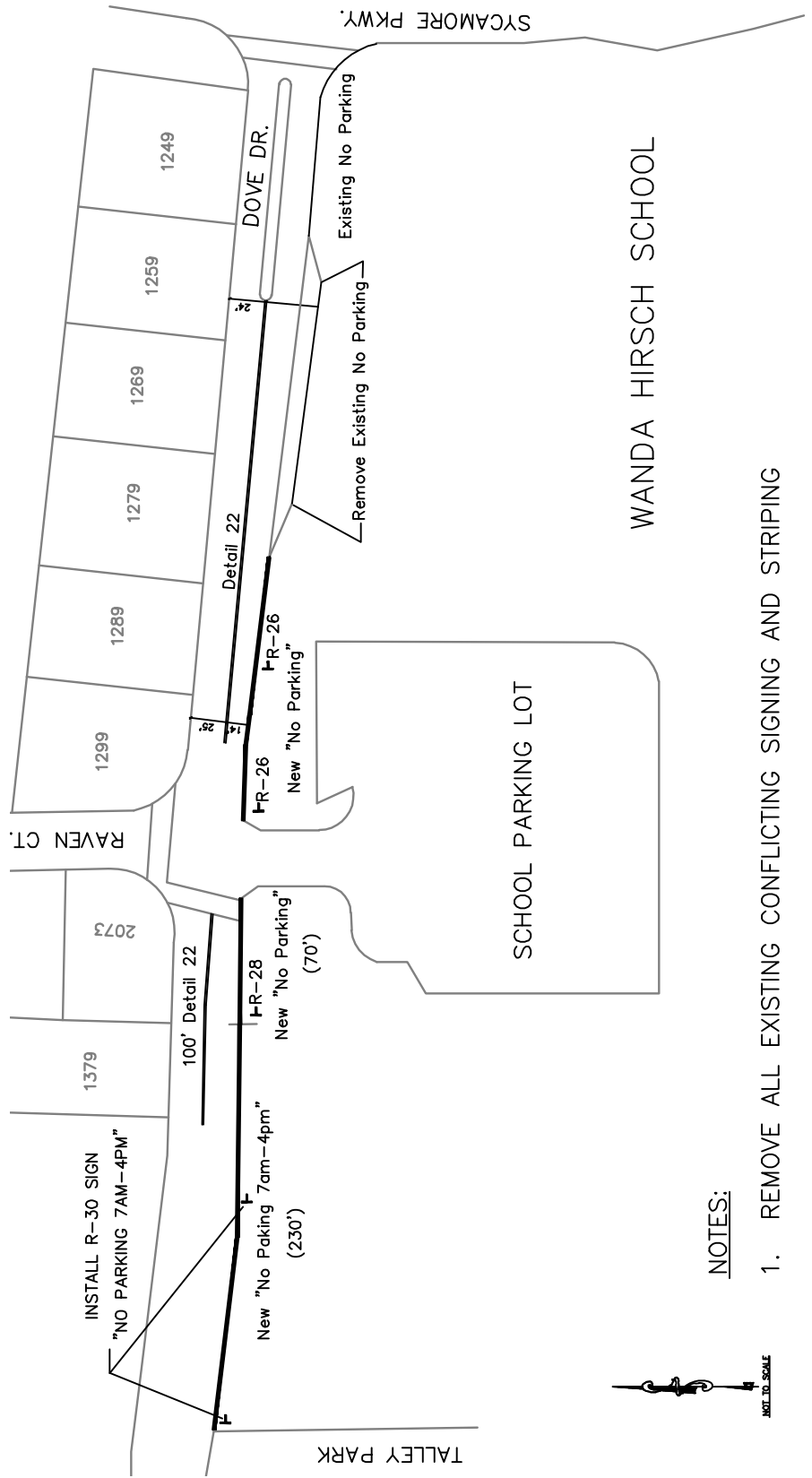
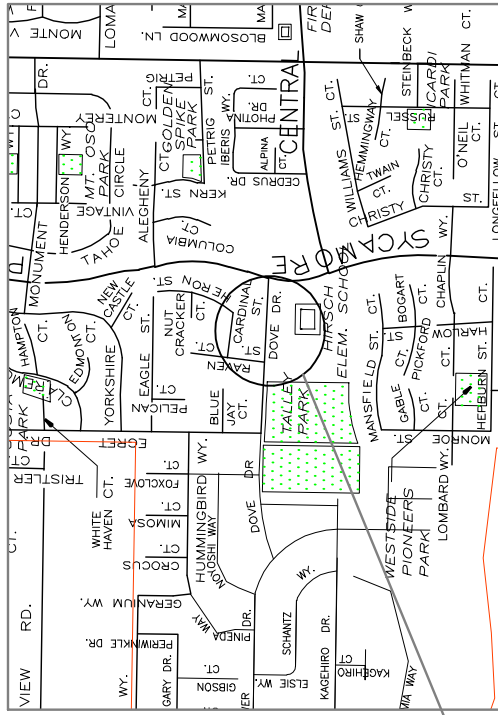
Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

Exhibit A – Area Map

EXHIBIT "A"

TRAFFIC IMPROVEMENTS NEAR WANDA HIRSCH ELEMENTARY SCHOOL

PROJECT LOCATION



NOTES:

1. REMOVE ALL EXISTING CONFLICTING SIGNING AND STRIPING



WANDA HIRSCH SCHOOL IMPROVEMENTS

DESIGNED BY	RB
DRAWN BY	DM
CHECKED BY	PV
SCALE	N.T.S.

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED

SHEET 1
OF 1 SHEETS

CITY OF TRACY

APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN.
CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR
ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS.

KULDEEP SHARMA CITY ENGINEER DATE: _____

RESOLUTION _____

AUTHORIZING ESTABLISHMENT OF PARKING RESTRICTIONS AND STRIPING MODIFICATIONS ON DOVE DRIVE IN FRONT OF WANDA HIRSCH ELEMENTARY SCHOOL

WHEREAS, The Police Department and Development and Engineering Services Department have received concerns from neighborhood residents of Wanda Hirsh Elementary School regarding traffic congestion during school times, and

WHEREAS, Wanda Hirsch Elementary School is located on the south west corner of Dove Drive and Sycamore Parkway, and

WHEREAS, Due to the constrained two lane frontage street site location and limited entry and exit points to the school parking lot, vehicles back up on Dove Drive, and

WHEREAS, Staff met with the Wanda Hirsch Elementary School principal and school facilities department staff and discussed the site conditions, and

WHEREAS, Considering funding constraints, staff believes signing and striping changes on the existing street will provide wider through lanes that would help through traffic to maneuver around vehicles waiting to turn left into the school driveway, and

WHEREAS, School staff concurs with the recommendation and believe the loss of parking on the public street is insignificant compared to the benefits of improving traffic circulation, and

WHEREAS, Police Department staff has also reviewed the proposed changes and concur with the recommendations, and

WHEREAS, Funding for the maintenance of City streets, which includes striping and installation parking signs, is a budgeted item included in the Public Works Department operating budget;

NOW THEREFORE, BE IT RESOLVED, That City Council, authorizes the following actions:

1. Install a "No Parking Zone" on the south side of Dove Drive from Sycamore Parkway to 70 feet west of the existing Wanda Hirsch Elementary School driveway to the parking lot.
2. Install "No parking from 7:00 a.m. to 4:00 p.m." from 70 feet west of the school driveway to 300 feet west of the school driveway.
3. Remove the existing "No Parking Zone" in the bus turn out to allow pick up and drop off since the bus turn out constructed for school buses is not used by the School District and is not a designated bus stop by Tracer.
4. Shift the centerline striping on Dove Drive east of the school driveway southerly, to create wider through lanes.

* * * * *

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, by the following vote:

Resolution _____

Page 2

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

MAYOR

ATTEST:

City Clerk

AGENDA ITEM 1.J

REQUEST

REJECT BIDS FOR CONSTRUCTION OF THE KAVANAGH AVENUE EXTENSION WEST OF CORRAL HOLLOW ROAD PROJECT - CIP 73097, AND AUTHORIZE STAFF TO REBID THE PROJECT

EXECUTIVE SUMMARY

Bids for construction of the Kavanagh Avenue west of Corral Hollow Road Project - CIP 93097, were publicly opened on March 9, 2011. Due to the complexity of the project, the lowest bidder submitted the bid with an exception. In order to avoid any confusion and to make use of the prevailing bidding environment, it is recommended that all bids for the project be rejected and re-advertised after making clarifications in the specifications and contract documents.

DISCUSSION

Five contractors submitted bids for construction of the Kavanagh Avenue west of Corral Hollow Road Project on March 9, 2011. The lowest monetary bid was received with an exception to the specifications and contract documents. The next highest bid is approximately \$70,000 higher than the lowest bid. In order to make use of the existing bidding environment and avoid confusion in the project specifications, it is recommended that City Council reject all the bids and authorize staff to rebid the project after making the necessary changes.

STRATEGIC PLAN

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

FISCAL IMPACT

This is an approved Capital Improvement Project and there is no additional impact to the General Fund.

RECOMMENDATION

That City Council reject all bids for construction of the Kavanagh Avenue Extension west of Corral Hollow Road Project - CIP 73097, and authorize staff to rebid the project.

Prepared by: Kuldeep Sharma, City Engineer

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

REJECTING BIDS FOR CONSTRUCTION OF THE KAVANAGH AVENUE EXTENSION
WEST OF CORRAL HOLLOW ROAD PROJECT - CIP 73097, AND AUTHORIZE
STAFF TO REBID THE PROJECT

WHEREAS, Five contractors submitted bids for construction of the Kavanagh Avenue west of Corral Hollow Road Project on March 9, 2011, and

WHEREAS, The lowest monetary bid was received with an exception to the specifications and contract documents, and

WHEREAS, Staff recommends that City Council reject all the bids and authorize staff to rebid the project after making the necessary changes

WHEREAS, This is an approved Capital Improvement Project and there is no additional impact to the General Fund;

NOW THEREFORE, BE IT RESOLVED, That City Council, rejects all bids for construction of the Kavanagh Avenue Extension west of Corral Hollow Road Project - CIP 73097, and authorizes staff to rebid the project.

* * * * *

The foregoing Resolution _____ was adopted by City Council on the 15th day of March 2011, by the following vote:

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

MAYOR

ATTEST:

City Clerk

AGENDA ITEM 3

REQUEST

PUBLIC HEARING TO CONSIDER A RESOLUTION AUTHORIZING THE OBLIGATION AND EXPENDITURE OF THE ALLOCATED \$100,000 TO BE RECEIVED FROM CITIZENS OPTIONS FOR PUBLIC SAFETY (COPS) GRANT PROGRAM TO THE POLICE DEPARTMENT BUDGET TO IMPROVE FRONT-LINE LAW ENFORCEMENT SERVICES BY PURCHASING TECHNOLOGY AND HIRING ONE FULL TIME PERSON IN THE NEWLY CREATED POSITION OF CAD/RMS SYSTEMS ADMINISTRATOR

EXECUTIVE SUMMARY

This report recommends allocation of grant funding to hire one (1) new full-time employee to fill the creation of a CAD/RMS systems administrator position and to use the balance of the funds to purchase technology such as a video monitoring system in the Department's detention facility, a Total Station scene reconstruction technology system, and hands-free Bluetooth capabilities for patrol vehicles to enhance the Police Department's ability to deliver improved service.

DISCUSSION

The California State Legislature allocates state funds to local law enforcement agencies to help in the fight against crime through the "Citizens Option for Public Safety" (COPS) program. The State COPS program was initiated through Assembly Bill 3229 in 1996 and was first funded in California's 1996-1997 Budget. The Legislature's commitment for this program to continue into the future appears in the language of Government Code 30061(c)(1).

State COPS funds are allocated to individual governmental agencies through their respective county governments and the amount allocated is based upon the population they serve. Accordingly, the funds allocated for the City of Tracy for Fiscal Year 2010-11 total \$100,000 payable in four quarterly installments of \$25,000. To date, the City has received its first two quarterly installments totaling \$50,000.

In order to utilize these funds, under California Government Code Section 30061(c)(2), "...the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with the written requests submitted by the chief of police..." These written requests shall be acted upon by the city council at a public hearing. The funds must be used for frontline municipal police services and must supplement but not supplant existing funding. The legislation requires that each local government agency report expenditures of COPS funds to a Supplemental Law Enforcement Oversight Committee that is formed by the County as an accountability measure.

Law enforcement has become increasingly more reliant upon technological systems to improve their effectiveness in combating crime and increasing their efficiencies in delivering service to the community while reducing operating costs. Currently, the Police Department is in the process of selecting and then implementing a new computer aided dispatch and records management system (CAD/RMS) to benefit the entire community by increasing efficiencies with which the Police Department handles calls for service and then stores and retrieves all data.

On occasion the Department will use COPS funds to offset the financial cost of hiring a full time position, if the position can leverage greater service capacity to the community. The Police Department has identified such a need and proposes the hiring for a new job classification of CAD/RMS Systems Administrator. Currently, a sworn police sergeant is assigned full-time to the implementation of the project and the goal is hire a civilian CAD/RMS Systems Administrator to assume the role of learning the new system through the implementation period and then monitoring the maintenance of this system over time. Most law enforcement agencies have a similar position in order to maintain the efficiencies being obtained through the city's major investment in the CAD/RMS project.

The sworn police sergeant position overseeing the CAD/RMS project can then be reassigned to other front line duties or if there are vacancies, through retirements for example, the sergeant can be reassigned and the vacant position eliminated. This would be a net savings to the City as a sworn police sergeant is more costly than the new proposed position.

If the City Council approves the hiring of this position, the Human Resources Department must still complete a formal job analysis on the position before completing a job description and salary survey comparison to determine the appropriate pay scale range. It is expected the aforementioned efforts and then the selection process will take approximately 6 months to complete. Thus, the Police Department projects the actual start date for this position to be September 1, 2011. Since all COPS funds must be expended by June 30, 2012, the equivalent of nine (9) months of salary and benefits will be allocated to this position. Thereafter, the position must be absorbed into the FY 12-13 General Fund budget.

The Police Department intends to use the balance of the FY 2010-11 COPS funds to purchase equipment or technology that further assists in reducing potential liability, streamlining efficiencies and/or enhancing the department's service delivery capabilities. The following are the major itemized expenses on how the funds will be used:

Newly created CAD/RMS systems administrator position	\$77,174
Estimated salary & benefits of \$102,858/yr X .75 yrs (9 months)	
Video monitoring system in the Department's detention facility	\$ 5,000
Risk management tool to record interactions between arrestees & staff	

Hands-free blue tooth technology for police vehicles	\$ 5,000
Continuation of plan to outfit all police vehicles with hands-free capabilities. Though police are legally exempt, it addresses public perceptions of staff talking on phones while driving	
Total Station scene reconstruction technology system	\$10,000
Used by our traffic unit to reconstruct collision scenes, particularly important tool in major injury and fatality collisions.	
Miscellaneous Technology Items	\$ 2,826
The balance will be used to purchase minor technology items or supportive materials for the above technological purchases	

FISCAL IMPACT

The City of Tracy will receive \$100,000 from the State COPS Grant for FY 2010-11 and all the funds must be expended by June 30, 2012. There is no immediate impact to the current fiscal budget. The new position, if approved, would be added to the FY 11-12 budget, but the start date would be deferred until September 1, 2011. The COPS funds will pay for the CAD/RMS System Administrator position's salary and benefits for nine (9) months.

Beginning FY 12-13, the position must be absorbed into the General Fund budget. While the exact means to fund this position has not been identified, the Police Department staff will evaluate where the greatest efficiencies will be gained through the new CAD/RMS system implementation and where personnel adjustments can be made without compromising the quality of service delivery to the community.

RECOMMENDATION

That the City Council: (1) hold the required public hearing; (2) approve the request to appropriate and expend the COPS Grant funds to add a new CAD/RMS Systems Administrator position and to purchase the aforementioned equipment; (3) that the Human Resources Department be allowed to conduct the appropriate job analysis and compensation package assessment; and (4) that the City Council authorize the Budget Officer to amend the Position Control Roster to add the new position of CAD/RMS Administrator position.

Prepared by: John Espinoza, Police Captain
Reviewed by: John Espinoza, Police Captain
Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

AUTHORIZING THE OBLIGATION AND EXPENDITURE OF THE ALLOCATED \$100,000 TO BE RECEIVED FROM CITIZENS OPTIONS FOR PUBLIC SAFETY (COPS) GRANT PROGRAM TO THE POLICE DEPARTMENT BUDGET TO IMPROVE FRONT-LINE LAW ENFORCEMENT SERVICES BY PURCHASING TECHNOLOGY AND HIRING ONE FULL TIME PERSON IN THE NEWLY CREATED POSITION OF CAD/RMS SYSTEMS ADMINISTRATOR

WHEREAS, California State Legislature initiated funding of a program entitled "Citizens Option for Public Safety"(COPS), in 1996; and

WHEREAS, The California State Legislature enacted legislation allocating State funds under the COPS program to local agencies on a population basis to be used for front line law enforcement services, and

WHEREAS, The program known as the "Citizens Option for Public Safety"(COPS), allocated funds to local agencies on a population basis to be used for front line law enforcement services, and

WHEREAS, The City of Tracy will receive \$100,000 from the COPS program for FY 2010-11 based on current population figures, and

WHEREAS, The City has received two quarterly installments totaling \$50,000, and

WHEREAS, Police Department staff recommends COPS funding be utilized to purchase much needed equipment to enhance the department's current technological capabilities and improve its service delivery capabilities and to create a new full-time CAD/RMS Systems Administrator position to maintain the City's significant investment in a new CAD/RMS system, and

WHEREAS, The City Council has conducted a public hearing relative to this matter.

NOW THEREFORE BE IT RESOLVED, That the City Council hereby

Section 1. Approves the appropriation and expenditure of anticipated State COPS Grant program funds as set forth in the above recitals.

Section 2. Authorizes the Human Resources Department to conduct the necessary job analysis and salary compensation comparison for the new CAD/RMS System Administrator position

Section 3. Authorizes the Budget Officer to amend the Position Control Roster to add one new position of CAD/RMS System Administrator in the FY 11-12 budget

* * * * *

The foregoing Resolution No. _____ was passed and adopted by the Tracy City Council on the _____ day of _____, 2011, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 4

REQUEST

PUBLIC HEARING TO CONSIDER THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME FUNDS FOR FISCAL YEAR 2011-2012

EXECUTIVE SUMMARY

Consider and approve allocation of fiscal year 2011-2012 Community Development Block Grant and HOME funds.

DISCUSSION

Community Development Block Grant (CDBG) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs and services that demonstrate a minimum of 51% benefit to low and moderate income individuals and families. The estimated amount allocated to the City of Tracy, as a sub recipient of San Joaquin County, is \$439,330 for FY 2011-2012.

A public notice announcing the availability of CDBG funds and inviting proposals for their use appeared in the Tri-Valley Herald on December 16, 2010. In addition, the application was made available on the City's website and a public meeting was held on December 16, 2010 at 9:00 a.m. at the Economic Development Office to answer any questions about the application for those with intent to apply. The deadline to submit proposals for CDBG funding was January 24, 2011.

CDBG regulations list several categories for proposal requests, and in some cases, specify spending limitations. The categories are: Public Facilities, Public Services, Planning, Housing and Administration. Public Services requests are limited to 15% of the total CDBG allocation; 15% of this year's estimated allocation is about \$65,889 but was reduced to \$55,772 since HUD allocated \$10,127 for Fair Housing Assistance. Planning and Administration is limited to 14% of the total CDBG allocation; 14% of this year's estimated allocation is about \$61,506.

Historically, the City has received the majority of the applications under the Public Services category. In the past, staff has reviewed the applications to ensure that they comply with the CDBG eligibility criteria and then equally distributed the 15% allocation among those qualified entities. The remainder of the City's allocation has been applied under the Public Facilities category. Historically, there have not been many applications under this category and there has been a surplus of funds. The protocol has been to award the requested amount with the remainder of the money going toward an eligible City CIP project. For example, in the year of 2010-2011 \$201,767 of the Public Facilities money went toward improving the accessibility of intersections in downtown.

The City Council desired to refine the CDBG application evaluation process so that those entities that best address the local needs of the Tracy community receive priority for funding. With such limited resources, equally distributing the dollars may not be the

most effective way of disbursing these funds. During fiscal year 2008-09, Council directed staff to revise the Community Development Block Grant process so that those qualified agencies that best address the local needs of the Tracy community receive priority for funding. On October 5, 2010 the City Council approved the following local priorities: 1) economic development/job creation, 2) emergency food and shelter, 3) domestic violence services, and 4) senior/adult services. In order to encourage meaningful citizen involvement, public examination and appraisal of the process, as well as enhance program accountability, the City Council approved staff's recommendation to have the Parks and Community Services Commission participate in the annual establishment of local needs priorities and evaluation of CDBG applications by means of a sub-committee.

At their regular meeting on October 7, 2010, the Parks and Community Services Commission approved staff's recommendation and established a three member sub-committee to assist City staff in evaluating and ranking CDBG applications and making funding allocation recommendations. The sub-committee is composed of three members of the Parks and Community Services Commission, selected annually by the Chair of the Parks and Community Services Commission. Two City staff members also comprise the CDBG selection sub-committee for a total of 5 members.

The sub-committee conducted Special Meetings on Wednesday, February 2, 2011, and Thursday, February 10, 2011, to evaluate, rank, and make funding allocation recommendations for the CDBG Applications in the following categories: Public Services (i.e. programs), Public Facilities, and Planning and Administration. The sub-committee established a criterion requiring an applicant to score better than 60 points during the ranking process in order to receive any funding allocation.

Most agencies that submitted a proposal scored well in all areas. 9 applications were received under Public Services, 6 applications were received under Public Facilities, and 1 application was received under Planning and Administration. The maximum score that could be received under all categories was one hundred points.

As previously mentioned, a total of 9 applications were received under the Public Services category. The top scoring application received 92 points while the bottom scoring application received 50 points. However, the sub-committee decided that any application that received 60 or less points would not receive funding which resulted in 2 applicants being declined funding. The rationale for using this cut off is that because the resources are limited, it is preferred that the best applications receive more funding. 7 applications scored above 60. The allocations were calculated as a percentage for each applicant based on their proportionate points divided by the total number of points generated among all seven applicants. This percentage was then applied to the \$55,772 available under the Public Services category and served as the methodology determining the recommendation as to how much money each entity should receive. The recommended allocations are contained in Exhibit B of this report.

A total of 6 applications were received under the Public Facilities category; 2 submitted by the City of Tracy. One request came from Emergency Food Bank and the County suggested not funding this project this year since all surrounding cities as well as the

County will not be funding the proposed project which means they will not have sufficient funds to move the project forward. Therefore, staff has recommended that this request be denied.

During Fiscal Year 2009-2010 CDBG grant allocations, the City Council approved a City allocated \$70,000 for a Community Garden Project; however the project never moved forward. The City Council re-allocated \$48,000 (of the \$70,000) for consultant services associated with downtown. Therefore, \$22,000 can be added to the \$373,441 available for Public Facilities which brings the total to \$395,431 for FY 2011 - 2012.

The same 60 point threshold was used as described above under Public Services; however, all of the applicants in this category received over 60 points. The top scoring application received 87 points while the bottom scoring application received 75 points. The allocations were calculated as a percentage for each applicant based on their proportionate points divided by the total number of points generated among five applicants. This percentage was then applied to the \$395,431 available under the Public Services category and served as the methodology determining the recommendation as to how much money each entity should receive. The recommended allocations are contained in Exhibit B of this report.

One application was received under the Planning and Administration category. This application scored 58 points and therefore is not being recommended for funding.

Upon the close of the public hearing, Staff recommends that the City Council allocate available funds for FY 2011-2012. Exhibit A is a summary of previous allocations. Exhibit B provides a list of proposals received by category including funding requests and recommended funding allocations. Exhibit C provides a brief description of each project.

On March 3, 2011, the Parks and Community Services Commission approved support of the CDBG sub-committee's recommendations for funding allocations for FY 2011 – 2012.

As part of the CDBG program, the City will also receive \$151,999 in HOME funds. Staff recommends that the entire amount be allocated to the Down Payment Assistance Loan program for low income households administered for the City by San Joaquin County. Currently, there are no other identified eligible projects.

Each applicant that is awarded funds is required to sign an agreement with the City of Tracy to ensure that the funds are spent in the manner described in the applications as the applications were used as the basis for the awards. A form agreement (the "Form Agreement") is attached as Exhibit D.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no impact to the General Fund. The City of Tracy will receive an estimated \$439,330 in Community Development Block Grant funds in FY 2011-2012. The City will also receive \$151,999 in HOME funds.

RECOMMENDATION

That City Council, by resolution, allocates \$439,330 in estimated Community Development Block Grant funds and allocates \$151,999 in HOME funds to the Down Payment Loan program for FY 2011-2012 pursuant to the recommendations listed in the attached resolution and authorize and direct the Economic Development Director to execute the Form Agreement on behalf of the City.

Prepared by: Ana Lilia Reynoso, Housing Program Specialist

Reviewed by: Ursula Luna-Reynosa, Economic Development Director

Approved by: R. Leon Churchill, Jr., City Manager

Attachments:

- Resolution
- Exhibit A – Summary of Previous Year's Allocations
- Exhibit B – Proposals Received, Including Funding Requests
- Exhibit C – Proposal Descriptions
- Exhibit D – Form Agreement

RESOLUTION _____

ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME FUNDS FOR FISCAL YEAR 2011-2012

WHEREAS, the City of Tracy, as a sub recipient of San Joaquin County, will receive an estimated \$439,330 in Community Development Block Grant (“CDBG”) funds for fiscal year 2011-2012, and

WHEREAS, in fiscal year 2010-2011, \$22,000 was not allocated under public facilities and is being added to the amount available for public facilities for fiscal year 2011-2012, and

WHEREAS, the City of Tracy will receive \$151,999 in HOME funds to be allocated to the Down Payment Loan program, and

WHEREAS, the City Council conducted a public hearing on March 15, 2011 to consider recommendations for fiscal year 2011-2012 CDBG funds;

WHEREAS, the entities (the “Awardees”) that receive CDBG funds will be required to enter into an agreement with the City to ensure that the funds are being spent consistent with the applications that were evaluated to determine funding eligibility and amounts. A form agreement (the “Form Agreement”) is attached to the staff report accompanying this resolution, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy does hereby award Community Development Block Grant funds to the following Awardees in the following amounts:

McHenry House (Facility)	\$45,000
City of Tracy-Grand Theatre (Facility)	\$58,000
City of Tracy-Lolly Hansen Senior Center (Facility)	\$70,000
Tracy City Center Association (Facility)	\$137,431
Boys and Girls Clubs (Facility)	\$85,000
Second Harvest (Public Service)	\$9,152
Emergency Food Bank (Public Service)	\$2,000
McHenry House (Public Service)	\$8,944
Human Services Agency (Public Service)	\$8,112
Women’s Center (Public Service)	\$8,424
Tracy Interfaith (Public Service)	\$9,568
Boys and Girls Clubs (Public Service)	\$9,568
San Joaquin Fair Housing	\$10,127
	<hr/>
TOTAL	\$461,330

Resolution _____
Page 2

BE IT FURTHER RESOLVED that \$151,999 in HOME funds is awarded to the Down Payment Loan program administered by San Joaquin County for the City of Tracy.

BE IT FURTHER RESOLVED that the Form Agreement is approved and that the Economic Development Director is authorized and directed to sign the final agreement on behalf of the City.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 15th day of March 2011 by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

HISTORY OF CDBG GRANT ALLOCATIONS

<u>GRANTEE</u>	<u>ACTIVITY</u>	<u>FUND AMOUNT</u>
2010-2011		
City of Tracy	Sidewalk/Wheelchair/Street repair	\$201,767
City of Tracy	Community Garden	\$ 70,000
Boys and Girls Club	Replacement of Basketball Hoops	\$ 60,000.
Boys and Girls Club	Youth Programs	\$ 5,857.11
Disability Resource Agency	ADA equipment	\$ 5,000
Emergency Food Bank	Food Distribution Program	\$ 2,000
Human Services Agency	Meals on Wheels	\$ 7,035.57
McHenry House	Homeless Shelter	\$ 7,316.99
Second Harvest	Food Distribution	\$ 6,736.55
Tracy Caregivers	Volunteer Services	\$ 6,208.89
Tracy Interfaith Ministries	Food Distribution	\$ 6,965.21
VBR Foster Family	Counseling Program	\$ 6,156.12
Women's Center	Domestic Violence Program	\$ 7,035.57
San Joaquin Fair Housing	Fair Housing Assistance	<u>\$ 10,000</u>
	TOTAL	\$402,079
2009-2010		
City of Tracy	ADA sidewalk/curbs	\$310,579.90
City of Tracy	Arts Scholarships	\$ 7,214
Boys and Girls Clubs	Youth Programs	\$ 7,214
Emergency Food Bank	Food Distribution	\$ 2,000
Tracy Caregivers	Volunteer Services	\$ 7,214
(formerly Good Samaritan)		
McHenry House	New roof	\$ 60,500
McHenry House	Shelter programs	\$ 7,214
Second Harvest	Food Distribution	\$ 7,214
San Joaquin Fair Housing	Fair Housing Assistance	\$ 11,692
Tracy Interfaith Ministries	Food Distribution	\$ 7,214
VBR Foster Family Agency	Youth programs	\$ 7,214
Women's Center	Tracy Safe House	<u>\$ 7,214</u>
	TOTAL	\$442,483.90
2008 - 2009		
City of Tracy	Sidewalk/curb	\$345,427.37
City of Tracy	Arts Scholarships	\$ 7,245
Boys and Girls Clubs	Programs	\$ 7,245
Emergency Food Bank	Food Distribution	\$ 2,540
Good Samaritan	Volunteer Services	\$ 7,245
Second Harvest	Food Distribution	\$ 7,245
Senior Service	Meals on Wheels	\$ 7,245
San Joaquin Fair Housing	Fair Housing Assistance	\$ 12,788
Tracy Interfaith	Food Distribution	\$ 7,245
VBR Foster Family	Counseling Program	\$ 7,245
Women's Center	Programs	<u>\$ 7,245</u>
	TOTAL	\$418,715.37

2007 - 2008

City of Tracy	10 th Street Streetscape	\$333,946
City of Tracy	Recreation Scholarships	\$ 6,787
Boys and Girls Clubs	Programs	\$ 6,787
Good Samaritan	Volunteer Services	\$ 6,787
McHenry House	Programs	\$ 6,787
Second Harvest	Food Distribution	\$ 6,787
San Joaquin Fair Housing	Fair Housing Assistance	\$ 12,227
South County Crisis	Programs	\$ 6,787
Tracy Interfaith	Food Distribution	\$ 6,787
VBR Foster Agency	Programs	\$ 6,787
Women's Center	Programs	<u>\$ 6,787</u>
	TOTAL	\$407,256

2006 - 2007

City of Tracy	Alley Reconstruction	\$472,033.57
City of Tracy	Recreation Scholarships	\$ 7,625
Boys and Girls Clubs	Programs	\$ 7,625
Good Samaritan	Volunteer Services	\$ 7,625
McHenry House	Programs	\$ 7,625
Second Harvest	Food Distribution	\$ 7,625
San Joaquin Fair Housing	Fair Housing Assistance	\$ 12,100
South County Crisis Center	Programs	\$ 7,625
Tracy Interfaith	Food Distribution	\$ 7,625
Women's Center	Programs	<u>\$ 7,625</u>
	TOTAL	\$545,133.57

2005 - 2006

City of Tracy	ADA Senior Center	\$ 83,000
City of Tracy	Streetscape	\$382,200
City of Tracy	Rec Scholarships	\$ 8,677
Boys and Girls Clubs	Programs	\$ 8,677
Good Samaritan	Volunteer Services	\$ 8,677
McHenry House	Programs	\$ 8,677
McHenry House	Facility Renovation	\$ 9,200
San Joaquin Fair Housing	Fair Housing Assistance	\$ 12,100
Second Harvest	Food Distribution	\$ 8,677
Senior Service	Meals on Wheels	\$ 1,970
South County Crisis Center	Programs	\$ 5,000
Tracy Interfaith	Food Distribution	\$ 8,677
Tracy Interfaith	Facility Improvement	\$ 46,000
Women's Center	Domestic Violence Safe House	<u>\$ 8,677</u>
	TOTAL	\$600,209

2004 - 2005

City of Tracy	Administration	\$ 25,000
City of Tracy	ADA pool restrooms	\$120,000
City of Tracy	ADA Senior Center	\$150,000
City of Tracy	ADA Community Center	\$ 25,000
Boys and Girls Clubs	Facility Renovation	\$ 17,265
Boys and Girls Clubs	Facility Renovation	\$ 69,000
Boys and Girls Clubs	Programs	\$ 20,000
Good Samaritan	Volunteer Services	\$ 5,000
Hawkins-Thompson Child Care Center	Facility Renovation	\$ 20,850
McHenry House	Facility Renovation	\$ 25,000
McHenry House	Facility Renovation	\$ 27,500
McHenry House	Programs	\$ 20,000
San Joaquin Fair Housing	Fair Housing Assistance	\$ 3,180
Second Harvest Food Bank	Food Distribution	\$ 3,000
Tracy Interfaith Ministries	Food Distribution	\$ 10,000
Women's Center	Programs	<u>\$ 10,000</u>
	TOTAL	\$550,795

2003 - 2004

City of Tracy	Administration	\$ 31,729
City of Tracy	Wheelchair Ramps	\$ 50,000
City of Tracy	ADA Improvements	\$ 80,000
Boys and Girls Clubs	Gang Intervention	\$ 79,335
Child Abuse Council	Building Improvements	\$ 5,000
Family Law Center	Legal Assistance	\$ 5,000
Good Samaritan	Volunteer Services	\$ 15,000
Hawkins-Thompson Child Care Center	Building Improvements	\$ 14,750
McHenry House	Homeless Programs	\$ 30,000
San Joaquin Fair Housing	Fair Housing Assistance	\$ 10,900
Second Harvest Food Bank	Food Distribution	\$ 15,000
Senior Service Agency	Meals on Wheels	\$ 4,840
South County Crisis Center	Domestic Violence Awareness	\$ 3,500
Tracy Interfaith Ministries	Food Distribution	\$ 20,000
Tracy Interfaith Ministries	Rent	\$ 15,000
Tracy Interfaith Ministries	Site Acquisition	\$ 63,500
Women's Center	Domestic Violence Safe House	<u>\$ 35,000</u>
	TOTAL	\$478,554

2002 - 2003

City of Tracy	Administration	\$ 35,438
City of Tracy	Wheelchair Ramps	\$ 50,000
City of Tracy	ADA Improvements	\$ 50,000
City of Tracy	Recreation Scholarships	\$ 41,000
A Touch of Love Academy	Tutoring Scholarships	\$ 10,000
Boys and Girls Clubs	Gang Intervention	\$ 70,000
Family Law Center	Legal Assistance	\$ 5,000
Hawkins-Thompson Child Care Center	Building Improvements	\$ 28,500
McHenry House	Homeless Programs	\$ 30,000
San Joaquin Fair Housing	Fair Housing Assistance	\$ 9,700

Second Harvest Food Bank	Food Distribution	\$ 15,000
Senior Service Agency	Meals on Wheels	\$ 700
South County Crisis Center	Domestic Violence Awareness	\$ 6,000
Tracy Interfaith Ministries	Food Programs	\$ 20,000
Tracy Interfaith Ministries	Site Rent	\$ 15,000
	TOTAL	\$386,338
2001 – 2002		
City of Tracy	Administration	\$ 36,350
City of Tracy	Wheelchair Ramps	\$110,000
City of Tracy	“Scout Hut” Repairs	\$ 20,000
City of Tracy	Recreation Programs	\$ 30,000
Boys and Girls Clubs	Gang Intervention	\$ 70,000
Family Law Center	Legal Assistance	\$ 5,000
Hawkins-Thompson Child Care Center	Building Improvements	\$ 27,721
McHenry House	Homeless Programs	\$ 20,000
San Joaquin Fair Housing	Fair Housing Assistance	\$ 8,409
San Joaquin Food Bank	Food Distribution	\$ 15,000
South County Crisis Center	Domestic Violence Awareness	\$ 6,000
Tracy Interfaith Ministries	Food Distribution	\$ 15,000

EXHIBIT B
FY 2011-2012
CDBG PROPOSALS

<u>GRANTEE</u> (Public Services) 15% Cap - \$55,772	<u>ACTIVITY</u>	<u>REQUESTED</u> <u>FUNDING</u>	<u>RECOMMENDED</u> <u>FUNDING</u>
Disability Resource for Independent Living (DRAIL)	Assistive Technology	\$ 5,000	\$0
Second Harvest Food Bank	Food Assistance	\$ 15,000	\$ 9,152
V.B.R. Foster Family Agency & Children Services	Mental Health Services for Children in Foster Care	\$ 8,500	\$0
Emergency Food Bank	Mobile Farmer's Market	\$ 2,000	\$ 2,000
McHenry House Tracy Family Shelter	Family Crisis Intervention Program	\$ 25,000	\$ 8,944
(HAS) San Joaquin Human Services Agency	Home Delivered Meals Program	\$14,850	\$ 8,112
Women's Center of San Joaquin	TREE House-Shelter and Services for Domestic Violence Victims	\$ 10,000	\$ 8,424
Tracy Interfaith Ministries	Hunger Awareness Food Distribution	\$ 15,000	\$ 9,568
Boys and Girls Club of Tracy	Developing Youth, Developing Employees, Developing Tracy	\$ 12,000	\$9,568
TOTAL			\$55,772.00

(Planning and Administration)
14% Cap - \$61,051

Tracy City Center Association	Job Development for for Downtown Tracy	\$ 120,000	\$0
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(Public Facilities)
\$393,431 (including \$20,00 of unused 2010-2011 funds)

Emergency Food Bank	Phase 4 Facilities Project Cooler Construction	\$ 2,000	\$0
McHenry House	Retrofit Shelter to comply With City Of Tracy Fire/Code	\$ 45,000	\$ 45,000
City of Tracy Public Works Facility	ADA requirements	\$ 50,000	\$0
City Of Tracy Grand Theatre Center for the Arts	Grand Theatre Entry Doors Replacement-ADA	\$ 58,000	\$ 58,000

City Of Tracy Lolly Hansen Senior Center	Senior Center Outdoor Recreation Area	\$ 70,000	\$ 70,000
Tracy City Center Association	Creation of Town Center And Landmark Sign	\$150,000	\$137,431
Boys and Girls Club Tracy	New Floors	<u>\$85,000</u>	<u>\$85,000</u>
	TOTAL	\$460,000	\$395,431

San Joaquin Fair Housing	Fair Housing Assistance	<u>\$ 10,127</u>	<u>\$ 10,127</u>
	OVERALL TOTAL		<u>\$459,330</u>

HOME Funds
(\$151,999 available)

Housing Fund	Down Pmt Assistance Loans	<u>\$151,999</u>	<u>\$151,999</u>
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EXHIBIT C

FY 2010-2011 CDBG PROPOSALS RECEIVED

Public Facility Requests

EMERGENCY FOOD BANK-This request is for Phase 4 of the expansion of Cooler-additional 1.5 million pounds of donated and or purchased commodities to be stored + 6,000.

MCHENRY HOUSE-This request is to retrofit the Shelter to comply with City of Tracy Fire Inspection/Code to enable shelter to furnish and install illuminated exit signs at the front entry, emergency fire safety items.

CITY OF TRACY- This request is for the Grand Theatre Center for the Arts Entry Doors replacement. To provide functional, safe and ADA compliant main entry to facility

CITY OF TRACY- This request is for the Lolly Hansen Senior Center. This is for a new construction of an ADA accessible senior Center Outdoor Area.

TRACY CITY CENTER ASSOCIATION- This request is for creation of Town Center and Landmark sign. This is for clear branding and identity of core of the business district. Serve as a catalyst to ED; could attract people to downtown area.

BOYS AND GIRLS CLUB- This request is for replacement of new floors, they are 26yrs old. This will allow a safe and clean open space. Also remove wall to increase number of programs offered.

Public Service Requests

DISABILITY RESOURCE AGENCY FOR INDEPENDENT LIVING (DRAIL) – This request is for funding to provide ADA equipment and resources to the disabled in Tracy.

SECOND HARVEST FOOD BANK – This request is to help fund operating costs for food distribution programs in Tracy.

VBR FOSTER FAMILY AGENCY, INC. – This request is to help fund a counseling program for foster care children aged pre-school to nineteen.

EMERGENCY FOOD BANK – This request is to help fund the mobile farmer’s market program in Tracy.

MCHENRY HOUSE - This request is to help fund the family crisis intervention program.

HUMAN SERVICES AGENCY – This request is to fund the meals on wheels program in Tracy.

WOMEN’S CENTER OF SAN JOAQUIN COUNTY – This request is to help fund a counselor at Tracy safe house.

TRACY INTERFAITH MINISTRIES – This request is to help fund the costs of a food distribution program.

BOYS AND GIRLS CLUB - This request is to retain and create the jobs for 6 people (4 retained/2create) to provide services to youth in the City Of Tracy.

Planning and Administration Services Requests

TRACY CITY CENTER ASSOCIATION- This request is for Job Development for Downtown Tracy in order to develop a strategic plan-Strategies to generate demand on retail and office space, resulting in job creation= approx 200 new jobs.

EXHIBIT D
FORM AGREEMENT

AGREEMENT BETWEEN THE CITY OF TRACY
AND (NAME OF ORGANIZATION)
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING FOR FISCAL YEAR 2011-2012

THIS AGREEMENT entered into this 1st day of July 2011 by and between the City of Tracy (herein called the "Grantee") and (NAME OF ORGANIZATION) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG fiscal year 2011 - 2012 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

Activity #1 (Complete description of activity to be undertaken, what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided.)

Activity #2 (Same)

Activity #3 (Same)

General Administration

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
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D. Staffing (Provide list of staff and time commitments to be allocated to each activity specified in I.A.)

EXHIBIT D
FORM AGREEMENT

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July 2011 and end on the 30th day of June 2012. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:
Salaries	\$
Fringe	
Office Space (Program Only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (specify)	
Indirect costs (specify)	
TOTAL	\$

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to this budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **\$(enter amount) (\$0.0 Facilities and/or \$0.0 Public Services)** Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-87, Section 85.20

V. NOTICES

EXHIBIT D
FORM AGREEMENT

Communication and details concerning this contract shall be directed to the following contract representatives:

	<u>Grantee</u>	<u>Subrecipient</u>
Name & Title:	Ursula Luna-Reynosa	(Name of Contact)
Address:	333 Civic Center Drive	Address#1
City, State, Zip:	Tracy, CA 95376	Address City,State
Telephone:	209-831-6493	Phone Number
Fax Number:	209-830-6837	Fax Number

VI. SPECIAL CONDITIONS (Special conditions specific to the particular activity or individual subrecipient)

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the insurance and bonding requirements of 24 CFR Part 84.

EXHIBIT D FORM AGREEMENT

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

EXHIBIT D
FORM AGREEMENT

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with

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respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

- a. Reversion of assets. Any real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000 shall be used as indicated in this agreement (including the beneficiaries of such use) for a period of at least five years after the closeout of the County's grant from which the assistance was provided.

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the

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contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, similar to Appendix "A" on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84, Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are

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displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

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The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income

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persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency.

The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

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In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The subrecipient's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant is given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:

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- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking on the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUBRECIPIENT

Ursula Luna-Reynosa, Economic Development
Director

(Contact), (Title)

AGENDA ITEM 5

REQUEST

INTRODUCTION OF AN ORDINANCE ADOPTING THE 2010 CALIFORNIA BUILDING AND RELATED CODES AND PENALTY PROVISIONS, SPECIFYING WHICH APPENDICES APPLY TO THE CITY OF TRACY, REPEALING CERTAIN SECTIONS OF TITLE 9 OF THE TRACY MUNICIPAL CODE, ADDING SECTION 9.44.050 TO THE TRACY MUNICIPAL CODE TO PROVIDE BYLAWS FOR THE BUILDING BOARD OF APPEALS, AND ADDING CHAPTER 9.62 TO THE TRACY MUNICIPAL CODE TO ADOPT PLACARDING REQUIREMENTS FOR USE IN A POST-DISASTER SAFETY ASSESSMENT

EXECUTIVE SUMMARY

The 2010 California Building Codes are mandated to be enforced throughout California six months after the publication date regardless of the local adoption process. The state-mandated effective date of local enforcement occurred on January 1, 2011. However, in order to enforce necessary local amendments, update and harmonize administrative provisions, antiquated codes and references, to provide placarding requirements for use in post-disaster building safety assessments and to provide bylaws necessary for the Building Board of Appeals to conduct its business, these modifications to Title 9 of the Tracy Municipal Code are needed.

DISCUSSION

New versions of the various codes related to building design and construction are adopted by the State of California every three years. The codes under consideration are the 2010 California Codes that replace the 2007 versions of the same and such codes are set forth in Title 24 of the California Code of Regulations. These California Codes include the following: California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Energy Code (CEnC) and the California Historical Building Code (CHBC). Additionally, some of the California Codes are amended International Codes (copyrighted by the International Code Council or ICC), Uniform Codes (copyrighted by the International Association of Plumbing and Mechanical Officials or IAPMO) and the National Electric Code (copyrighted by the National Fire Protection Agency or NFPA), having been amended by various state agencies and ratified by the California State Building Standards Commission.

Besides new versions of codes, there are three new codes that are new to the City; the California Residential Code (CRC), California Existing Building Code (CEBC) and the California Green Building Standards Code (CGBSC). The CRC provides building requirements for one and two-family structures. Formerly, the requirements for one and two-family structures were found in the CBC and were somewhat restrictive because commercial and residential applications were blended. Hence, the new CRC provides greater latitude for such residential buildings. The CEBC provides seismic strengthening provisions for unreinforced masonry bearing wall buildings. Although the City does not have many unreinforced masonry buildings, such structures can be a hazard during a

seismic event. Therefore, to have such provisions whenever upgrades are required, gives clear direction to design. The 2007 version of the CGBSC was largely voluntary. With the 2010 version, it is now mandatory with the exception of its appendices. This publication serves to enhance sustainability in the built environment.

These codes provide minimum requirements and standards for the protection of life, limb, health, property, safety and welfare of the general public, owners and occupants of buildings. California Health and Safety Code section 17922 requires cities to enforce the most recent editions of the California Codes. As such, the 2010 California Codes are required by the State to be enforced beginning January 1, 2011.

The following list of California Codes and corresponding appendices are recommended for adoption:

- 2010 California Building Code; Appendices F, H, K
- 2010 California Electrical Code
- 2010 California Mechanical Code
- 2010 California Plumbing Code; All Appendices
- 2010 California Energy Code; Appendix 1-A
- 2010 California Residential Code; Appendices H, R
- 2010 California Historical Building Code; Appendix A
- 2010 California Existing Building Code
- 2010 California Green Standards Building Code

Several Tracy Municipal Code (TMC) sections contained in Title 9 of the TMC contain references to the 2001 or 2005 editions of the above listed codes rather than the current 2010 editions. To avoid confusion in the enforcement of such codes, those corresponding TMC sections should be amended to reflect the most current version of the state mandated codes.

The CEC lacks administrative provisions and the TMC amendment proposes a reference to the administrative provisions of the CBC. Also, the CBC, CMC, and the CPC all have administrative provisions that essentially parallel themselves in purpose as they provide formalized inspection and plan review processes related to each corresponding code. However, since the CMC and CPC have been copyrighted by IAPMO and the bulk of the other codes by ICC, permit expiration requirements do not harmonize. Therefore, the proposed ordinance seeks to provide such consistency and includes simple to understand administrative provisions that are uniformly implemented across the board for all codes. There are a number of other administrative modifications that eliminate repetitive language or align existing and renumbered current California Code references.

The CFC, CBC, CRC and the existing TMC have discord related to the requirements for addressing a building. These requirements have been homogenized for uniformity in the proposed ordinance. For example, the CRC, CBC, and CFC require a minimum half-inch stroke for numbers/letters whereas the TMC is silent on stroke width. All the codes require a minimum of four-inch high figures, but only the TMC permits the four-inch figures if they are electrically illuminated. The TMC doesn't address the need for emergency vehicles to readily identify a building from the street whereas the CRC and

CFC give intent in the requirements that a building address must be legible and visible from the street fronting the property. These conflicting requirements will be harmonized with the proposed ordinance.

Most of the 2010 California Building Codes have appendices. Not all appendices are being adopted locally. Such appendices are only enforceable locally when adopted locally. The matrix below identifies all of the appendices recommended for approval and briefly clarifies the reason for recommendation.

Recommended Appendices

- 2010 CBC Appendix F; gives specific requirements enabling rodent-proofing.
- 2010 CBC Appendix H; provides requirements for unique construction aspects of commercial signage.
- 2010 CBC Appendix K; State-mandated requirements for the Central Valley Flood Protection Plan for commercial buildings.
- 2010 CRC Appendix H; provides requirements for unique aspects of patio construction
- 2010 CRC Appendix R; State-mandated requirements for the Central Valley Flood Protection Plan for residential buildings.
- 2010 CPC Appendix A; provides standardization to the sizing of water supply systems.
- 2010 CPC Appendix B; provides explanatory direction for combination waste and vent systems.
- 2010 CPC Appendix D; provides standardization for sizing of storm water and drainage systems.
- 2010 CPC Appendix G; provides standards for graywater systems.
- 2010 CPC Appendix I; provides standardization for specific plumbing installations.
- 2010 CPC Appendix K; provides standards where private sewage disposal systems are found within the City limits.
- 2010 CPC Appendix L; enables alternate plumbing systems where such systems are not specifically covered elsewhere in the CPC.
- 2010 CEnC Appendix 1-A; provides expanded information regarding energy standards and other documents referenced within the CEnC.
- 2010 CHBC Appendix A; clarifies if modifications made to qualified historical buildings meet Federal requirements as the CHBC is intended to work in conjunction with Federal standards.

The matrix below identifies all of the appendices not recommended for approval and also briefly clarifies the reason for exclusion from recommendation.

- 2010 CBC Appendix A; the City's Human Resources Department provides employee qualifications
- 2010 CBC Appendix B; TMC already has Building Board of Appeals provisions.

- 2010 CBC Appendix C; the City does not typically regulate agricultural buildings.
- 2010 CBC Appendix D; the City does not have fire districts within the City.
- 2010 CBC Appendix E; the appendix is reserved.
- 2010 CBC Appendix G; TMC already has requirements for flood-resistant construction.
- 2010 CBC Appendix I; the CRC already has requirements for residential patio covers.
- 2010 CBC Appendix J; the City already has standards for grading.
- 2010 CRC Appendix A; these regulations represent other national code standards.
- 2010 CRC Appendix B; these regulations represent other national code standards.
- 2010 CRC Appendix C; these regulations represent other national code standards.
- 2010 CRC Appendix D; the City does not perform inspections of existing appliances and therefore does not need these prescriptive requirements.
- 2010 CRC Appendix E; these regulations are comparative to the California Code of Regulations Title 25.
- 2010 CRC Appendix F; Tracy has not been known to be an area where radon-resistant construction is required.
- 2010 CRC Appendix G; repetitive requirements already found in CBC.
- 2010 CRC Appendix I; these regulations represent other national code standards.
- 2010 CRC Appendix J; TMC already has requirements for existing buildings and structures.
- 2010 CRC Appendix K; repetitive requirements already found in CBC.
- 2010 CRC Appendix L; the City already has a fee schedule.
- 2010 CRC Appendix M; State laws trump these requirements for home day care.
- 2010 CRC Appendix N; these regulations represent other national code standards.
- 2010 CRC Appendix O; these regulations represent other national code standards.
- 2010 CRC Appendix P; these regulations represent other national code standards.
- 2010 CRC Appendix Q; the cross reference is to a national code standard that is not used in California.
- 2010 CMC Appendix A; this metal duct standard is already referenced in the CMC but is included here as required by the Department of Public Health and enforced by the local San Joaquin County Health Department.
- 2010 CMC Appendix B; the City does not place gas equipment in operation and therefore does not need these prescriptive procedures.
- 2010 CMC Appendix C; the City does not install and test oil fuel-fired equipment and therefore does not need these prescriptive procedures.

- 2010 CMC Appendix D; these unit conversion tables are readily available standards and are not necessary to adopt.
- 2010 GBSC Appendix A4; additional residential requirements that will have an adverse economic impact to the project.
- 2010 GBSC Appendix A5; additional commercial requirements that will have an adverse economic impact to the project.
- 2010 CEC Annex A; identifies product safety standards which are informational but not necessary to adopt.
- 2010 CEC Annex B; provides an alternate method for calculating ampacities but is not necessary to adopt.
- 2010 CEC Annex C; provides conduit and tubing fill tables that are useful but not necessary to adopt.
- 2010 CEC Annex D; provides load calculation examples that are helpful to understand load calculations but not necessary to adopt.
- 2010 CEC Annex E; these tables represent information from other national code standards.
- 2010 CEC Annex F; provides information for critical operations power systems but is not necessary to adopt.
- 2010 CEC Annex G; provides parameters for supervisory control and data acquisition systems (SCADA) but are not necessary to adopt.
- 2010 CEC Annex H; the City already has administrative provisions for the CEC.

The City of Tracy's Building Board of Appeals (BBA) met on May 25, 2010, and adopted the attached bylaws in order to be able to conduct its business appropriately. The TMC establishes the need for a BBA and the proposed ordinance incorporates the BBA's bylaws.

Currently, Title 9.56 of the TMC enables the use of the 1997 Uniform Code for Building Conservation within the City. However, the code is completely antiquated and no longer useful for the function of City business as it relates to building conservation. The proposed ordinance would repeal Chapter 9.56.

Placards have been widely used after earthquakes to denote the condition of buildings and structures. In many cases, the placards have been those recommended by the Applied Technology Council (ATC). These placards were first used after the Loma Prieta earthquake in 1989. A panel was convened by the ATC to review the ATC-20 and update the document based on the Loma Prieta experience. One of the major revisions to come from that panel was to revise the three basic placards. Unfortunately, most jurisdictions have not officially adopted such placards. Technically, these unofficial placards represent only a recommendation from those who performed the evaluation. As recommendations, the placards do not carry the weight of law and cannot be enforced. Adopting the use of placards by ordinance makes them official and enforceable. In past events, there have been a number of reports of placards being removed from buildings by owners or tenants. In other cases, there have been reports of the unauthorized change of placards, usually from UNSAFE to one of the other categories, RESTRICTED USE or INSPECTED – LAWFUL OCCUPANCY PERMITTED. In both cases, adopting the use of placards by ordinance allows the City to enforce the

posting with the Police Department. Additionally, if the City chooses to adopt the attached and revised ATC-20 placards, Tracy will be part of a uniform placard system that is in place throughout the state. If Tracy were ever to be the center of an event where volunteer Safety Assessment Evaluators registered through the Office of Emergency Services responded to serve as part of a mutual aid agreement, then the universal safety assessment placards would be a benefit of the entire community.

Several sections of Chapter 9.04 of the Tracy Municipal Code are now antiquated and the proposed ordinance would remove them.

Section 9.04.050 currently addresses Tracy's expansive soils by requiring a certain minimum slab thickness and reinforcement of the slab with a minimum of 6" x 6" No. 10 welded wire fabric. The 2010 CBC and CRC set forth specific requirements for the construction of footings that bear upon expansive soils but do not address the slabs themselves. Historically, the City has experienced excessive horizontal and vertical displacement of slabs-on-grade due to our expanding soils. This is the result even with the existing requirement for reinforcement of welded or woven wire fabric. Empirically, the fabric reinforcement is found at the bottom of the slab where it serves no useful purpose. Due to the pervasive local heaving soils and the subsequent damaging deformation of slabs, the proposed ordinance would require that slabs, like footings, be designed to resist the effects of soil volume change.

Most of the changes noted within the 2010 California Codes from previous editions should have minimal impact upon construction, yet constitute a continued effort to achieve the highest levels of health and life safety in the built environment under specified minimum standards. However, one of the most significant changes is the requirement for fire suppression systems being required for new single-family dwellings as required by the new CRC. Another new code, the CGBSC, contains many new requirements that have a positive environmental impact and encourage sustainable construction practices.

A public hearing to adopt the codes is not required. Government Code section 50022.2 provides an exception to the public hearing requirements for adopting codes by reference for those codes which the City is required to enforce as a condition of compliance with a state statute.

STRATEGIC PLAN

This agenda item supports the environmental sustainability strategic plan in relation to the adoption of the 2010 California Green Building Standards Code and specifically implements the following goals and objectives:

Goal 2: Consumption and Waste Reduction

Goal 3: Design a Sustainability Action Plan

Objectives: Contributes to reduction in water consumption and greenhouse gas emissions and increases recycling opportunities

FISCAL IMPACT

Adoption of the Ordinance will have a fiscal impact. Although the fees collected at permit issuance will not change, the addition of three new codes will create additional work load. The California Residential Code, the California Green Building Standards Code and the California Existing Building Code impose construction requirements upon builders that are necessary to be inspected and plan reviewed by staff in both the plan review and inspection processes. The rate of plan review and inspections performed and the corresponding plan review and inspection production levels will be diminished accordingly. As such, the fiscal impact will be uniformly negative. However, because the State mandates the enforcement of these codes, it may be prudent to consider a future permit and plan review fee adjustment.

RECOMMENDATION

It is recommended that City Council introduce the ordinance.

Prepared by: Kevin Jorgensen, Chief Building Official

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

Attachment: Ordinance repealing, amending and adding to the TMC Title 9

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY ADOPTING THE 2010 CALIFORNIA BUILDING CODE, 2010 CALIFORNIA ELECTRICAL CODE, 2010 CALIFORNIA PLUMBING CODE, 2010 CALIFORNIA RESIDENTIAL CODE, 2010 CALIFORNIA MECHANICAL CODE, 2010 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2010 CALIFORNIA HISTORICAL BUILDING CODE, 2010 CALIFORNIA EXISTING BUILDING CODE, AND 2010 CALIFORNIA ENERGY CODE, ADOPTING ADMINISTRATIVE AND PENALTY PROVISIONS, ADOPTING CERTAIN CODE APPENDICES, ADOPTING MINIMUM DESIGN STANDARDS FOR CONCRETE SLABS, REPEALING SECTIONS TO ELIMINATE ANTIQUATED OR REPETITIVE LANGUAGE, CODIFYING BYLAWS FOR THE BUILDING BOARD OF APPEALS AND ADDING CHAPTER 9.62 TO THE TRACY MUNICIPAL CODE TO REQUIRE PLACARDING FOR POST-DISASTER SAFETY ASSESSMENTS

The City Council of the City of Tracy does hereby ordain as follows:

SECTION 1: Repealed and amended sections. Tracy Municipal Code sections 9.04.030 through 9.04.070 are hereby repealed and the following text is added to read as follows:

“9.04.030 Adoption by reference of the California Building Code.

The City hereby adopts by reference the code entitled "2010 California Building Code," Volumes 1 and 2, including appendices F, H and K, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Building Code"), as amended by this chapter. The California Building Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

9.04.040 Penalty provisions.

California Building Code subsection 114.4, Violation penalties, is amended by deleting the existing text and replacing it to read as follows:

(a) Violations of this chapter shall be enforced by the City in accordance with Tracy Municipal Code section 9.02.040.

9.04.050 Slab Design for Expansive Soils

California Building Code section 1808.6.1, Foundations, is amended by adding the following text to the end of the section:

3. Slabs-on-grade installed in conjunction with foundations shall also be designed to resist differential volume changes and to prevent horizontal and vertical displacement of the slab.

9.04.060 Referenced Codes

California Building Code section 101.4.1 through 101.4.5, Referenced codes, is amended by deleting the existing text and replacing it with the following:

101.4.1 Gas. The provisions of the California Plumbing Code shall apply to

the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the California Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property Maintenance. The provisions of the Uniform Housing Code and the Uniform Code for the Abatement of Dangerous Buildings shall apply to existing structures and premises; equipment and facilities; light, ventilation space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire Prevention. The provisions of the California Fire Code shall apply to matter affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

9.04.070 Expiration of Application for Plan Review and Permit

California Building Code section 105.3.2, Time limitation of application, is amended by deleting its text and adding the following text in its place:

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, an application shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired.

California Building Code section 105.5, Expiration, is amended by deleting its text and adding the following text in its place:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, a permit shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired.”

SECTION 2: Repealed sections. Tracy Municipal Code sections 9.04.090 through 9.04.260 are hereby repealed.

SECTION 3: Repealed and amended sections. Tracy Municipal Code sections 9.08.030 and 9.08.050 through 9.08.070 are hereby repealed and the following text is added to read as follows:

“9.08.030 Adoption by reference of the California Electrical Code.

The City hereby adopts by reference the code entitled "2010 California Electrical Code," copyrighted by the National Fire Protection Association and approved by the California Building Standards Commission (hereinafter "California Electrical Code"), as amended by this chapter. The California Electrical Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

9.08.050 Rod and pipe and plate electrodes.

California Electrical Code subsection 250.52(A)(5), Rod and Pipe Electrodes and 250.52(A)(7), Plate Electrodes, are amended by deleting the existing text of subsection 250.52(A)(5) and 250.52(A)(7), and replacing it with the following:

(5) Rod and pipe electrodes. Rod and pipe electrodes shall not be less than 8 feet in length and shall consist of the following materials.

(a) Grounding electrodes of pipe or conduit shall not be smaller than metric designator 21 (trade size 3/4) and any piping subject to undue corrosive action, electrolysis, erosion or mechanical damage shall be protected in a manner suitable for the purpose and subject to the approval of the Building Official.

(b) Grounding electrodes of rods of stainless steel and copper coated steel shall be at least 15.87 mm (5/8 inch) in diameter, unless listed for use in corrosive soils and not less than 12.70 mm (1/2 inch) in diameter.

(7) Plate Electrodes. Each plate electrode shall expose not less than 0.186 m² (2 ft²) of surface to exterior soil. Electrodes of iron or steel plates shall not be permitted. Electrodes of nonferrous metal shall be at least 1.5 mm (0.06 in.) in thickness.

9.08.060 Administrative Provisions to the California Electrical Code

Administrative provisions to the California Electrical Code shall be enforced by the City in accordance with Division II requirements found in sections 101-116 of the California Building Code or sections R101-R114 of the California Residential Code, whichever applies.

9.08.070 Amendments to California Electrical Code.

The California Electrical Code as adopted by Section 9.08.030 of the Tracy Municipal Code is amended as set forth in Sections 9.08.040, 9.08.050, 9.08.060, 9.08.140 and 9.08.150.”

SECTION 4: Repealed sections. Tracy Municipal Code sections 9.08.080 through 9.08.130 and section 9.08.160 are hereby repealed.

SECTION 5: Added chapter. Tracy Municipal Code chapter 9.10 is hereby added to read as follows:

“Residential Code

9.10.010 Reference to chapter.

This chapter 9.10 of the Tracy Municipal Code may be referred to as the "City Residential Code," and is adopted pursuant to Government Code section 50022.2. For purpose of clarity, the term "Code," when used alone, shall refer to the Tracy Municipal Code.

9.10.020 Purpose of chapter.

The purpose of this chapter is to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations. The purpose of this chapter is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

9.10.030 Adoption by reference of the California Residential Code

The City hereby adopts by reference the code entitled "2010 California Residential Code" and appendices H and R copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Residential Code"), as amended by this chapter. The California Residential Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

9.10.040 Penalty Provisions

California Residential Code subsection R113.4, Violation Penalties, is amended by adding the following text to the end of the subsection:

(a) Violations of this chapter shall be enforced by the City in accordance with Tracy Municipal Code section 9.02.040.”

SECTION 6: Repealed and amended sections. Tracy Municipal Code sections 9.12.030 and 9.12.050 are hereby repealed and the following is added to read as follows:

“9.12.030 Adoption by reference of the California Plumbing Code.

The City hereby adopts by reference the code entitled "2010 California Plumbing Code," including all appendices attached thereto, copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission (hereinafter "California Plumbing Code"), as amended by this chapter. The California Plumbing Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

9.12.050 Expiration of Application for Plan Review and Permit

California Plumbing Code section 103.4.3, Expiration of Plan Review, is amended by deleting its text and adding the following text in its place:

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, an application shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired.

California Plumbing Code section 103.3.4, Expiration, is amended by deleting its text and adding the following text in its place:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, a permit shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired.”

SECTION 7: Added chapter. Tracy Municipal Code chapter 9.14 is hereby added to read as follows:

“Green Building Standards Code

9.14.010 Reference to chapter.

This chapter 9.14 of the Tracy Municipal Code may be referred to as the "City Green Building Standards Code," and is adopted pursuant to Government Code section 50022.2. For purpose of clarity, the term "Code," when used alone, shall refer to the Tracy Municipal Code.

9.14.020 Purpose of chapter.

The purpose of this chapter is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design
2. Energy efficiency
3. Water efficiency and conservation
4. Material conservation and resource efficiency
5. Environmental quality

The purpose of this chapter is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

9.14.030 Adoption by reference of the California Green Building Standards Code

The City hereby adopts by reference the code entitled "2010 California Green Building Standards Code" without appendices and copyrighted by the California Building Standards Commission (hereinafter "California Green Building Standards Code"), as amended by this chapter. The California Green Building Standards Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

9.14.040 Penalty Provisions

California Green Building Standards Code subsection 101.5, Reference codes and standards, is amended by adding the following text to the end of the subsection:

- (a) Violations of this chapter shall be enforced by the City in accordance with Tracy Municipal Code section 9.02.040.”

SECTION 8: Repealed and amended section. Tracy Municipal Code section 9.16.030 is hereby repealed and the following is added to read as follows:

“9.16.030 Adoption by reference of the California Mechanical Code.

The City hereby adopts by reference the code entitled "2010 California Mechanical Code," without appendices attached thereto, copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission

(hereinafter "California Mechanical Code"), as amended by this chapter. The California Mechanical Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6."

SECTION 9: Added section. Tracy Municipal Code section 9.16.050 is hereby added to read as follows:

"9.16.050 Expiration of Application for Plan Review and Permit

California Mechanical Code section 115.4, Expiration of Plan Review, is amended by deleting its text and adding the following text in its place:

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, an application shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired.

California Mechanical Code section 114.4, Expiration, is amended by deleting its text and adding the following text in its place:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, a permit shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained and corresponding fees shall be paid when a permit has expired."

SECTION 10: Repealed and amended section. Tracy Municipal Code section 9.40.080 is hereby repealed and the following text is added to read as follows:

"9.40.080 Entrance numbers.

All buildings and enclosures with main entrances on the public streets of the City shall be numbered in the manner set forth in this section, and all changes from the existing entrance number to a new entrance number where such changes are shown to be required by the block number revisions shown on said Plan shall be made at the earliest possible date, and in any event within a period of six months, unless such date is extended by resolution of the Council.

The duty of obtaining an assignment or reassignment of the appropriate entrance number is imposed upon the owner and also upon the occupant of the building or enclosure to which any such entrance belong or pertains. All such numbers or revised

numbers shall be assigned by an official or department of the City designated to perform such duty, and such official or department shall cause to be prepared and maintained such block maps or other documents as may be necessary and adequate for the purpose of keeping an accurate record of entrance numbers.

After such assignment, all existing entrance numbers which are replaced and all numbers on such buildings and enclosures completed after July 1, 1989, shall be placed in figures not less than four inches (nominal) high on illuminated background and a minimum of ½-inch stroke width, or not less than six inches (nominal) high on a nonilluminated background. Such numbers shall contrast with their background and shall be placed on a portion of the building that is both legible and visible from the street fronting the property a minimum of six feet above the grade. Entrance numbers shall not be placed on any moveable door and shall be unobstructed from the view of such numbers from the street. Additionally, where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure.”

SECTION 11: Repealed and amended section. Tracy Municipal Code section 9.44.010 is hereby repealed and the following text is added to read as follows:

“9.44.010 The Building Board of Appeals is created in order to hear appeals by persons aggrieved by any administrative decisions in the application of the Uniform Housing, Building, Mechanical, Electrical, Plumbing, Abatement of Dangerous Buildings, Residential, Green Building Standards and Fire Codes, or regulations adopted pursuant thereto, of the City.”

SECTION 12: Added section. Tracy Municipal Code section 9.44.050 is hereby added to read as follows:

“9.44.050 Bylaws

WHEREAS, Pursuant to Tracy Municipal Code Chapter 9.44, the City Council has established a Building Board of Appeals for the purpose of hearing appeals by persons aggrieved by any administrative decisions in the application of the Uniform Housing, Building, Mechanical, Electrical, Plumbing, Abatement of Dangerous Buildings, and Fire Codes, or regulations adopted pursuant thereto; and

WHEREAS, administrative appeal hearing procedures, adopted by the Building Board of Appeals pursuant to Tracy Municipal Code section 9.44.040, shall prevail over any inconsistency with these Bylaws.

NOW, THEREFORE, unless otherwise provided in the Building Board of Appeals adopted hearing procedures, these Bylaws govern the conduct of the meetings and the transaction of its affairs.

A. PURPOSE

Pursuant to Tracy Municipal Code Chapter 9.44, the City Council has established a Building Board of Appeals for the purpose of hearing appeals by persons aggrieved by any administrative decisions in the application of the Uniform

Housing, Building, Mechanical, Electrical, Plumbing, Abatement of Dangerous Buildings, and Fire Codes, or regulations adopted pursuant thereto.

B. ROLE AND RESPONSIBILITIES

The role of the Building Board of Appeals is set forth in Tracy Municipal Code Chapter 9.44.

C. MEMBERSHIP GUIDELINES

1. Membership. The Building Board of Appeals shall consist of five members with qualifications established in the Tracy Municipal Code.
2. Term. Each member shall serve a four-year term.
3. Attendance. If a member of Building Board of Appeals fails to attend four regular meetings in any calendar year, his or her position on the Board shall automatically become vacant and the staff liaison shall so inform the City Clerk. Absences may not be excused; however, a Board member may request a leave of absence as outlined in these bylaws. For quorum confirmation, a member who needs to miss a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting.
4. Leave of Absence. A member may submit a written request to the City Council, for a leave of absence of up to six-months, which may be approved in its discretion.

D. QUORUM

A quorum of the Building Board of Appeals shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the Building Board of Appeals to hold a meeting.

E. OFFICERS AND DUTIES

1. The officers shall be:
 - a. The Chairperson and
 - b. The Vice-Chairperson.
2. The Chairperson shall:
 - a. Preside at all regular and special meetings.
 - b. Rule on all points of order and procedure during the meetings.
 - c. Provide recommendations to staff liaison regarding agenda items.
3. The Vice Chairperson shall assume all duties of the Chairperson in his or her absence or disability.

4. In case of the absence of both the Chairperson and Vice Chairperson from any meeting, an Acting Chairperson shall be elected from among the members present.

F. TERMS AND VACANCIES

The officers will be selected by the membership for a one-year term. The election of officers shall take place each year at annual meeting to be held within the first quarter of the calendar year. The terms of officers shall commence as of the date of that meeting and shall continue until the annual meeting in the following year.

G. MEETINGS

1. Other than the annual meeting, meetings of the Building Board of Appeals shall be as needed to hear appeals filed pursuant to Tracy Municipal Code Chapter 9.44.
2. All meetings are subject to the Brown Act as set forth in Government Code sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and posted in accordance with the current City Council meeting procedures. All agendas shall be prepared and distributed in accordance with City Council meeting procedures and the Brown Act.
3. Except as otherwise provided in the Building Board of Appeals adopted hearing procedures, all meetings shall be conducted in accordance with the current City Council meeting procedures.

H. STATEMENTS OF ECONOMIC INTEREST (Form 700)

1. The City Clerk's Office will monitor compliance with state and City Form 700 filing requirements.
2. If a member of a City board, commission, or committee, who is required to file a Form 700, does not do so in a timely manner, the City Clerk's Office will send two written notices at least 10 days apart to the member.
3. If the member does not file a Form 700 with the City Clerk's Office within 30 days of receiving the second written notice, his or her appointment will automatically terminate.

I. FUNDING

Any funding necessary for operation of the Building Board of Appeals shall be included in the City of Tracy budget, which shall be approved by the City Council.

J. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Commissions shall follow all applicable City fiscal administrative policies and procedures.

K. STAFF LIAISON

The Building Board of Appeals shall have a staff liaison designated by the relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Board in support of, or in opposition to, any question before the Board.
2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and distribute agendas and agenda packets.

L. ADOPTION

This document, as adopted and amended by City Council resolution, shall serve as the Bylaws for the Building Board of Appeals.”

SECTION 13: Repealed and amended section. Tracy Municipal Code section 9.48.030 is hereby repealed and the following text is added to read as follows:

“9.48.030 Adoption by reference of the California Historical Building Code.

The City hereby adopts by reference the code entitled "2010 California Historical Building Code" including all appendices attached thereto and copyrighted by the California Building Standards Commission (hereinafter "California Historical Building Code"), as amended by this chapter. The California Historical Building Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

SECTION 14: Added chapter. Tracy Municipal Code chapter 9.50 is hereby added to read as follows:

“Existing Building Code

9.50.010 Reference to chapter.

This chapter 9.50 of the Tracy Municipal Code may be referred to as the "City Existing Building Code," and is adopted pursuant to Government Code section 50022.2. For purpose of clarity, the term "Code," when used alone, shall refer to the Tracy Municipal Code.

9.50.020 Purpose of chapter.

The purpose of this chapter is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on existing unreinforced

masonry bearing wall buildings. The provisions of this chapter are intended as minimum standards for structural seismic resistance, and are established primarily to reduce the risk of life loss or injury. Compliance with these provisions will not necessarily prevent loss of life or injury, or prevent earthquake damage to rehabilitated buildings. The purpose of this chapter is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

9.50.030 Adoption by reference of the California Existing Building Code

The City hereby adopts by reference the code entitled "2010 California Existing Building Code" and all appendices attached thereto, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Existing Building Code"), as amended by this chapter. The California Existing Building Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.

9.50.040 Penalty Provisions

California Existing Building Code section A102, Scope, is amended by adding the following text to the end of the section:

(a) Violations of this chapter shall be enforced by the City in accordance with Tracy Municipal Code section 9.02.040."

SECTION 15: Repealed chapter. Tracy Municipal Code chapter 9.56 is hereby repealed.

SECTION 16: Added chapter. Tracy Municipal Code chapter 9.62 is hereby added to read as follows:

"Safety Assessment Placards

9.62.010 Intent

This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

9.62.020 Application of Provisions

The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Tracy. The City Council may extend the provisions as necessary.

9.62.030 Definitions

Safety Assessment is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

9.50.040 Penalty Provisions

Violations of this chapter shall be enforced by the City in accordance with Tracy Municipal Code section 9.02.040.

9.62.050 Placards

The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are attached.

- (1) **INSPECTED – Lawful Occupancy Permitted** is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
- (2) **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
- (3) **UNSAFE – Do Not Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

The ordinance number, City Hall address and phone number shall be permanently affixed to each placard. Once the placard has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

SECTION 17: Repealed and amended section. Tracy Municipal Code section 9.64.030 is hereby repealed and the following is added to read as follows:

“9.64.030 Adoption by reference of the California Energy Code.

The City hereby adopts by reference the code entitled "2010 California Energy Code," including all appendices attached thereto, published by the International Code Council and copyrighted by the California Building Standards Commission (hereinafter "California Energy Code"), as amended by this chapter. The California Energy Code is on file with the City Clerk, and is available for inspection and copying in accordance with Government Code section 50022.6.”

SECTION 18: Title, chapter and section headings. Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any

manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 19: Constitutionality. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 20: Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 21: Publication. A summary of this ordinance shall be published and a certified copy of the full text posted in the office of the City Clerk at least five days before the City Council meeting at which the proposed ordinance is to be adopted. Within 15 days after adoption, the City Clerk shall publish a summary, and shall post in her office a certified copy, of the ordinance with the names of those Council Members voting for and against the ordinance. (Government Code section 36933(c)(1).)

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 15TH day of March, 2011, and finally adopted on the _____ day of _____, 2011, by the following vote:

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

Mayor

ATTEST

City Clerk

AGENDA ITEM 6

REQUEST

DISCUSS CITY UTILITY BILLING AND COLLECTION PROCESSES AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

There are a variety of current City utility billing and collection practices which can have an effect on increased bad debt and other administrative expenses. Several possible changes to current practices are identified in this report. No action will be taken by Council at this meeting regarding these matters but Council is requested to review such and provide direction to Staff for possible future City Council consideration and action.

DISCUSSION

As noted in the City's Comprehensive Annual Financial Report (CAFR), the City utilities of water, sewer and garbage have not been fairing well in recent years. Revenue is down due to a large volume of vacant homes (homes that go through the foreclosure process). Yet there remains a fixed cost of these utility operations. Water and sewer continue to have net operating losses after the charge for depreciation. Continued operations from this perspective have the effect of reducing the ability to replace plant and equipment in the future. The situation in the garbage fund however, is more immediate. The City contracts out all garbage service operations and therefore there is no City owned plant or equipment. The operating losses of the garbage fund over the past 4 to 5 years have now depleted the fund's cash. A rate analysis is currently being prepared and will be presented to the City Council this spring.

Bad Debt Write-Off

One factor contributing to the fiscal performance of City utilities is the expense of bad debt write-off. This has been exasperated during the recession and housing crisis. The following chart shows the history of bad debt over the past several years.

Write-Off	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10
Water	\$269,096	\$186,246	\$103,163	\$343,773	\$520,046	\$290,065
Sewer	\$117,071	\$169,767	\$142,946	\$389,315	\$503,412	\$319,874
Solid Waste	\$229,213	\$155,463	\$92,158	\$341,392	\$403,499	\$430,963
Strom Drain	\$5,045	\$13,649	\$4,527	\$13,638	\$18,417	\$16,083
Total	\$620,425	\$525,125	\$342,794	\$1,088,118	\$1,445,374	\$1,056,985
Revenues	\$32,699,941	\$37,595,973	\$40,643,980	\$44,971,749	\$43,407,794	\$41,966,440
% write-off	1.90%	1.40%	0.84%	2.42%	3.33%	2.52%

Deposits – Homeowners currently excluded

When homeowners have “walked away” from their houses prior to foreclosure proceedings, inevitably they have also left an unpaid bill for city utilities. Compounding this is that the current policy requires only renters to provide a deposit for opening up a utility account. Prior to the foreclosure crisis, most risk of unpaid bills was associated with tenants who were far more transient.

Tenants holding City utility accounts

Tenants, even if required to provide a deposit (currently set at \$80), still remain an ongoing source of bad debt. In some communities and utility districts, only owners are allowed to open utility accounts. The owner is responsible for the municipal utility bill and usually includes such in the monthly rent. In Tracy this is the practice for multi-unit residential (and commercial) buildings served by a master meter. For example, the owner of a triplex with one water meter is the account holder and responsible for the City utility bill. But current policy permits the owner of three separate single family rental homes each with their own water meter to allow the tenant to open the City utility account.

Charges to Vacant Homes

The number of vacant homes has also added to the poor fiscal situation for City utilities. The monthly water fee is broken down into two components to reflect the City’s cost of providing water service. The fixed meter charge (currently \$11.70 or \$20.40 per month depending upon meter size for most single family homes) covers the fixed cost (i.e. pipe/delivery) of the water system regardless of how much water is consumed and the consumption charge which covers the variable costs (i.e. supply and treatment) associated with the amount of water used by the customer. For vacant homes both the water and sewer monthly charge continues to be applied. If no one is living in the home, the actual charge is reflective of the reduced water use (consumption charge will be less than occupied homes). But continued landscaping water use may be the same with or without someone occupying the home. Of course these charges to a vacant home assume that the City identifies the legal owner which can be murky during the foreclosure process. The City attempts to hold owners responsible thru the date that they legally still owned the house either through a normal sell/buy process or when the mortgage company regains ownership through foreclosure proceedings. Often the prior owner has already left the home and unfortunately is mistaken in the belief that they are no longer responsible for any bill after they moved out.

Vacant homes will inevitably result in lower water revenue due to there being no domestic use (water used within the home for normal living functions) occurring in a large number of vacant homes throughout the City.

Upon vacancy the City has the disposal company pick up the garbage, garden, and recycling totes at the address and the monthly fee of \$29.45 is not charged. Currently there are about 1,000 vacant homes in Tracy in any given month. During the peak of the foreclosure crisis, this was in the 1,700 range. With 1,000 homes not being charged the monthly garbage charge of \$29.45 this results in an annual reduction of revenue to the Solid Waste Fund of \$350,000. While there are some associated variable expenses of not having this garbage tonnage (i.e. MRF and landfill), there remains fixed expenses. The garbage collection truck is already driving down the street picking up totes at

neighboring properties to the vacant home. There is little savings associated with the collection as a result. This has put strain on the disposal company to keep costs down because the fixed costs are now being covered by a smaller number of ratepayers. It is inevitable this is going to ultimately affect the rates paid by remaining customers.

Other Administrative Expenses – Cash Handling

The City in the past several years has added technology to provide for the more efficient administration of City utility billing and collection. Customers can now receive an e-mail bill without having to print and mail a hard copy to them. Customers can pay each month through an automatic electronic debit to their bank account. The customer does not have to take any action as this payment has been set up automatically. The customer's bill notes the amount due and on what date the automatic payment will be transacted. Customers can also go on line and authorize a payment (as opposed to having an automatic payment) from their credit card or bank account.

In the summer of 2010 the City also added the ability for customers to dial in 24/7 to make payments over the phone to their account by either bank account number or through the use of a credit card. These methods assist the City in holding down billing and collection expenses.

Some customers also use their own banking services to initiate electronic payment. The customer authorizes payment to the City via their own bank and this information is transmitted electronically to the City.

The most expensive form of payment the City must process is through the receipt of cash. The transaction itself must be handled in person and takes much more time to process than even the processing of a payment by check received through the mail. There are many factors to the high cost of handling cash and these include the necessity to account for and balance such cash, preparation for the cash and coin to be deposited to the bank, internal accounting controls to insure against possible embezzlement, and the transportation of the resulting cash deposit to the bank via armored car, as well as bank fees.

In order to address the expenses associated with the variety of City utility billing and collection issues addressed above the following possible solutions are suggested for consideration by the City Council.

Apply a utility deposit to all customers including property owners

As noted, until the foreclosure crisis hit, most issues with uncollected debt was associated with renters. But now homeowners have begun to leave outstanding bills upon termination of the City utility account and there is no deposit from which to offset these remaining charges. Seeking a deposit from anyone who opens up a new account would address this issue. This policy could be implemented as of a certain effective date and thereafter any person opening a new account would be required to pay a deposit. Homeowners closing one account but opening another (i.e. transferring) at the same time could be excluded if desired.

No existing account holder would be required to pay a deposit when this new requirement went into effect. It would only be applied prospectively with each new account opened.

Raise the current level of deposit from \$80 to \$120

The typical minimum bill for City utilities (water, sewer, garbage and storm drain) is about \$80 to \$85 even without water consumption. Factoring typical water use, the average monthly bill is about \$110 to \$120. As such, the current \$80 amount does not cover one month of charges. Keep in mind that City utilities are billed in arrears. This means if someone used utilities from February 21, 2011 to March 21, 2011, they would not be billed for those services until March 21, 2011. As such the customer will virtually always have at least one month's worth of charges upon closing an account. The deposit gets applied to the closing account and the customer is sent a bill for the balance. It is these remaining balances that are often not paid.

Cease allowing tenants to sign up for City utilities - enforce

As noted the utility account of a multi-unit building must be in the owner's name. In some instances the homeowners' association of a condo building is the account holder. In these instances the landlord must factor into the rent the cost of City utilities. Yet tenants are allowed to put the services in their name in single family homes serviced by one water meter. When the tenant skips on the bill; the City experiences bad debt. A solution is to allow only property owners to hold accounts. This would also cut down on the administrative expense of having to open and close numerous accounts every time a tenant leaves and new tenant moves in.

There are currently about 4,860 existing City utility accounts held in the name of a renter. If this change were implemented it would be done prospectively, meaning existing tenant accounts would remain in place until that tenant terminated the account. Thereafter the property owner would be required to put it in their name from that point forward.

Government Code Section 54347 permits the City to require "a guaranty by the owner of property that the bills for service to said property or the occupants thereof will be paid." To date, this section has not been enforced. If tenants are continued to be permitted to open City utility accounts, it is recommended this provision be fully enforced. An unpaid bill left by a tenant would therefore become the obligation of the owner. This can be an unknown "surprise" to such a landlord. As such, the better alternative all along might be to simply not permit the tenant to be the account holder. In this way, the property owner is always responsible and can collect it in the rent without any unpaid bill surprises after the tenant moves out.

Not only does tenant sign ups result in higher bad debt write off, but they require considerable administrative staff time to process. This is because each time there is a change in the tenant; an account must be opened and closed. This also involves sending meter service personnel out to the property to get a meter read. Here is an example. The current tenant moves out and closes the account but there currently is not a new tenant moving in immediately. The current account is closed (read taken) and a new account opened in the owner's name. Two weeks later, a new tenant moves in and signs up for the service. The owner's account is closed (another meter read taken) and

the account is opened in the name of the new tenant. This is frequently repeated over and over again on 4,860 single family homes in rental status.

Have cash payments taken at other locations – not at City Hall

Reflecting the high cost and labor intensive nature of cash handling the Board of Directors of the Golden Gate Bridge Authority just voted to eliminate cash tolls on the bridge beginning in 2012. FasTrak or other electronic format will be required to cross the bridge. This would include the ability to purchase such an electronic pass at convenience stores in the area.

If implemented with the City utility bill payment, customers would be informed well in advance of the date after which their cash payments would be directed to other locations in the private sector. Customers without banking accounts or charge cards would be provided locations of nearby stores to purchase a money order. Once purchased they could mail the money order or drop it off at City Hall. Thus the cost of utilizing cash would therefore be borne by the customer choosing this high cost method and not by the remaining customers through their rates.

Currently the City outsources the printing and mailing of the utility bill. The City transmits a file to a private firm who in turns prints the City's utility bills and mails it to the customer (along with an enclosed envelope for payment or any other bill enclosure). One such private firm is currently working on a process by which the bill would contain a "cash payment" bar code. The firm is working with a national convenience store chain to accept the cash payment. Data would then be transmitted directly to the City regarding such payment and the money would be sent automatically to a City bank account. This bill paying service would be available 24/7 to the customer. The customer would pay a fee to the store for the bill payment (just like a fee to obtain a money order) but would not have the added step of getting the payment to the City. This service is anticipated to be available within a year.

Transferring cash payments to other locations instead of City Hall could actually be a service enhancement since such locations are often open to the public far more than City Hall operational hours and in some cases open 24/7.

Note that the Social Security Administration will no longer be issuing and mailing checks and instead will only make direct deposit of such payments. This means that seniors and the disabled receiving such payments must have a bank account. As such, a change in where cash is receipted will not negatively impact seniors or those receiving Social Security disability benefits as they would already have a bank account by which they could write a check if paying their bill in person at City Hall. In addition, they could use this bank account number to make a payment via the phone (they don't need a computer or e-mail).

Council consideration of City utility billing and collection practices

Council consensus is sought on which of these ideas the City Council would support in order to reduce bad debt expenses and to reduce the cost of administering billing and collection practices. Staff would prepare such items for adoption at a future Council meeting or meetings. Such practices are highly recommended before any rate increases.

STRATEGIC PLANS

This matter addresses one of the City's seven strategic plans – that of Organizational Effectiveness. Goal #1 – Assure Fiscal Health. Goal #2 - Strengthen Customer Value through ensuring quality and excellent customer service. Goal #3 – Ensure systems are in place to meet City's service delivery needs.

FISCAL IMPACT

There is no direct impact to the General Fund General Fund as City utility billing and administration matters are funded by the City enterprise funds of water, sewer, garbage and storm drain. Depending upon ultimate action in this regard, significant savings to these funds could be realized.

RECOMMENDATION

It is recommended the City Council discuss various aspects of City utility billing and collections processes and provide direction to staff as to methods which Council should consider for future action.

Prepared by: Zane Johnston, Finance & Administrative Services Director

Approved by: Leon Churchill, Jr., City Manager

AGENDA ITEM 7

REQUEST

APPROVAL OF AMENDMENT NO. 4 (PRE-PAID SERVICES) TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT; APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH COUNTY FIRE AUTHORITY FOR PROVISION OF FIRE SERVICES; AND AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDMENTS

EXECUTIVE SUMMARY

In 1999, the City of Tracy and Tracy Rural Fire Protection District formed the South County Fire Authority governed by a Joint Powers Authority (JPA) Agreement. Costs are split between the two agencies. During the first seven years of this relationship, Tracy Rural did not have sufficient revenues to pay its share of services resulting in a debt of approximately \$5.6 million (including interest) to the City. This amendment to the JPA agreement will convert this debt into a pre-payment of services which the District will supply to the City from a relocated Station 92. The City will make use of some fire services from this Station but the District will still be responsible for the full costs of operating this station for a period of 7.5 years from the date the new Station 92 opens. At the end of this period, the debt will be eliminated.

DISCUSSION

The City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a Joint Powers Authority agreement in September 1999 to form the South County Fire Authority (SCFA). Pursuant to a separate agreement, the City provides labor services to the SCFA so it can meet its obligations to provide fire protection and prevention services to the City and to the District. The District procures additional labor services from the City which in turn are delivered to the Mountain House Community Services District which is not part of the SCFA.

The District has two sources of revenues: (1) its share of property tax (about eleven cents per dollar) and (2) its special fire tax of three cents per square foot of building (with some exceptions for garages, barns etc.) When the SCFA was formed, the consultant working on the formation informed the parties that the District would not have sufficient revenues for approximately seven years at which time the District's revenue should match the cost of fire services. District revenues were expected to grow over time as development occurred within the District on lands that would be annexed to the City of Tracy for development but would NOT be de-annexed from the District. The result is that some areas of the SCFA coverage area are in the City limits but are in the District and not the City for the purposes of funding. The Northeast Industrial Area is the prime example of one of these areas as well as the 550 home subdivision surrounding the Tracy Sports Complex (commonly referred to as the "Presidio" development and developed as "Lourence Ranch").

True to prediction, the District had operating losses for the first seven years after SCFA formation. Unfortunately, the losses were greater than the consultant predicted. The District owes the City approximately \$5.6 million as of June 30, 2008 (after crediting a payment received in August 2008 after the books were closed). The City and District discussed the best way to resolve this debt. The result of these discussions was the concept of a "pre-paid services agreement". Under this concept, the District's current Station 92 located in Banta would be moved further west on Grant Line Road to an area that could continue to service both Banta as well as part of the eastern portion of the City of Tracy "proper" (meaning the portion of the City also not in the District). In this way, the City could move its Station 96 farther east to serve the mall area within adopted response times. Such a station location would provide for the optimum and efficient use of existing fire resources because both the District and the City have experienced significant declines in property tax revenue.

Because a relocated Station 92 will provide greater service to the City "proper", the City would have some responsibility for the cost of the operation of this station. Because the District has the existing debt to the City, this debt will represent the City prepaying for fires service delivered from Station 92 to the City proper. The District will continue to be responsible to pay for 100% of the cost of operating Station 92 for a period of 7.5 years from the date the relocated Station 92 opens. Station 92 must be constructed at a location acceptable to the City for the City to make use of Station 92 covering a portion of the City proper. It is anticipated that, at the end of this 7.5 year period, a new cost distribution formula will be adopted to reflect the distribution of fire services between the City and the District at that time.

No additional interest will be added to the debt after June 30, 2008 unless the District does not meet the terms of the pre-paid services agreement. A portion of the debt (13%) will be discharged each year that the District performs under the agreement. At the end of the 7.5 years, the District will no longer have debt as it paid for services that were delivered to the City proper ($13\% \times 7.5 =$ approximately 100%). The District has not incurred any additional annual operating deficits to the City since June 30, 2008 (Fiscal Years 2008/2009 and 2009/2010).

This agreement does not include the obligations of the District as it relates to accumulated leave time of District's former employees when they became City employees on September 16, 1999. This District will continue to make annual contributions to that liability.

Station 92 construction and ownership will be subject to a separate agreement. It is currently anticipated that 75% of the station will be funded via City funds and 25% by the District. It is also anticipated the District may need to finance some or all of its 25% share.

The pre-paid services agreement (Amendment No. 4 to the JPA Agreement) has been drafted by the City Attorney's Office and reviewed by District's Counsel. The District Board of Directors approved Amendment No. 4 on March 7, 2011. The Council subcommittee of Council Members Abercrombie and Maciel have met and reviewed the draft and recommend its approval. Given that many years have passed since the agreement between the City and the SCFA for the City to provide labor forces to SCFA, Amendment No. 3 to the Agreement for Provision of Fire Services is also proposed as a clean up measure only.

STRATEGIC PLANS

This matter addresses one of the City's seven strategic plans – that of Organizational Effectiveness. Goal #1 – Assure Fiscal Health. Goal #2 – Strengthen Customer Value through ensuring quality and excellent customer service.

FISCAL IMPACT

This action will convert the existing \$5.6 million debt owed by Tracy Rural Fire District to a pre-paid services agreement representing 7.5 years of advance payment to the District to operate a relocated Station 92 which will serve portions of the City of Tracy as well as the District and joint District/City areas. This will not effect the General Fund balance as this debt has not been placed on the City's financial statements due to the view of the City's auditors that such matter was likely not collectable in the short term.

RECOMMENDATION

It is recommended that the City Council, by resolution, approve Amendment No. 4 (Pre-paid Services Agreement) to the Joint Powers Authority Agreement between the City of Tracy and the Tracy Rural Fire Protection District; approve Amendment No. 3 to the Agreement between the City of Tracy and the South County Fire Authority for Provision of Fire Services; and authorize the Mayor to sign the Amendments.

Prepared by: Zane Johnston, Finance & Administrative Services Director

Approved by: R. Leon Churchill, Jr., City Manager

**AMENDMENT NO. 4 TO
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE SOUTH COUNTY FIRE AUTHORITY**

This Amendment No. 4 ("Amendment No. 4") to the Joint Exercise of Powers Agreement ("JPA") for the South County Fire Authority is made and entered into by and between the City of Tracy, a municipal corporation ("City") and the Tracy Rural Fire Protection District ("District") as the South County Fire Authority, a joint powers authority ("Authority").

RECITALS

WHEREAS, The City and District entered into a Joint Exercise of Powers Agreement ("JPA") on September 7, 1999, which created the South County Fire Authority; and

WHEREAS, Amendment No. 1 to the JPA, which expands the jurisdictional area [Mountain House] covered by the JPA, was approved by the City and District in September 2002; and

WHEREAS, Amendment No. 2 to the JPA, which expands the jurisdictional area [Delta Island] covered by the JPA, was approved by the City and District in April 2003; and

WHEREAS, Amendment No. 3 to the JPA, which provides for supplemental services, was executed by the City, District and Authority, in December 2008; and

WHEREAS, the parties wish to further amend the JPA to set forth revised staffing, funding, and debt obligations.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Incorporation By Reference. This Amendment No. 4 hereby incorporates by reference all terms and conditions set forth in the JPA unless specifically modified by this Amendment No. 4. Amendments No. 1, 2 and 3, are superseded in their entirety by this Amendment No. 4. All terms and conditions set forth in the JPA which are not specifically modified by Amendment No. 4 shall remain in full force and effect. The parties agree to the definitions below and the substance of the Recitals above.

2. Terms of Amendment No. 4.

A. Section 1.8, "Jurisdictional Area", is amended to read as follows:

"Jurisdictional Area" means and includes the area within the corporate limits of the City of Tracy and the area within the limits of the Tracy Rural Fire Protection District, the Mountain House Community Services District, and Delta Island School, as such limits now exist or may hereafter exist and not within the jurisdictional area of any other fire protection district."

B. Section 2.1, "Purpose", is superseded in its entirety and replaced with the following:

"Authority shall provide the full range of fire services within the jurisdictional area of the Authority including fire administration, fire prevention, as well as fire training and safety.

**Amendment No. 4 to Joint Exercise of Powers Agreement
for the South County Fire Authority**

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These services shall be enumerated in the annual budget and shall be consistent with standards of coverage adopted by the Authority.”

C. Section 3.1, “Governing Board”, the first sentence of the last paragraph of Section 3.1 is amended to read as follows:

“All vacancies on the Board shall be filled by the appointing entity within ninety (90) days of the vacancy.”

D. Section 4.5, “Official Bonds”, is hereby amended to read as follows:

“The Chief Executive Officer, Secretary and Controller/Treasurer shall each file an official bond in the penal sum of Twenty-Five Thousand Dollars (\$25,000.00) pursuant to Government Code section 6505.1.”

E. Section 5.1, “Joint Facilities”, is amended to read as follows:

“Each Member Agency hereby leases to the Authority its real and personal property, together with any replacements or new property of a similar nature subsequently acquired by either Member Agency (collectively referred to as “Joint Facilities”), to be used in providing Fire Protection Services. Ownership shall be determined by real property title records and Department of Motor Vehicle registration.”

F. Section 5.3, “Joint Facilities”, is amended to read as follows:

“City and District shall be responsible for capital improvements to the real and personal property owned by each. As used herein, “capital improvements” refers to structural repairs and similar improvements which are the type of improvements which would be added to the tax “basis” if the property were owned by a non-governmental entity.

Authority shall be responsible, through the contract with City, for provision of Fire Protection Services, for all other repair and maintenance of the Joint Facilities not mentioned above, including routine maintenance of the Joint Facilities. Such repair and maintenance shall be provided in a manner to assure that City can provide Fire Protection Services to the Jurisdictional Area.”

G. Article VI, “Funding”, is amended in its entirety to read as follows:

“FUNDING

Section 6.1. Annual Budget.

Prior to the commencement of each fiscal year, City and District shall meet and jointly prepare a recommended budget for the Authority for the following fiscal year for Fire Protection Services and Fire Dispatch Services. On or before July 1 of each fiscal year, the Board of Directors shall adopt an annual budget for maintenance and operation costs each year, which budget shall be based on the budget recommended by the City and District.

**Amendment No. 4 to Joint Exercise of Powers Agreement
for the South County Fire Authority**

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Section 6.2 Cost Split for Maintenance and Operations.

Except as specifically provided in any separate supplemental services agreements, the City and District shall split the annual costs of maintenance and operations for Fire Protection Services, Fire Dispatch Services, expenses of the City pursuant to Articles IV and VII and any insurance premiums paid by City to insure itself against liability arising out of the Agreement between the City and Authority for Provision of Fire Services, and any amendments thereto. Except as otherwise provided in Section 6.6, the cost split shall be 64% City responsibility and 36% District responsibility. This cost split is based on a ratio derived from minimum staffing differences between City stations and District stations (excluding Mountain House costs which are sole responsibility of District based on a separate agreement between Mountain House Community Services District and District). The staffing levels on which this formula is based are:

Three City stations with 3 person crew x 9 (minimum staffing for 3 shifts)	=	27
One Rural station with 3 person crew x 9	=	9
Two Rural stations with 2 person crew x 6	=	12
Total Minimum staffing	=	48

City is 27 divided by 48 = 57% + 7% (variable) = 64%

Rural is 21 divided by 48 = 43% - 7% = 36%

There shall be a minimum staffing of 21 at Stations 92, 93, and 94, which shall be reflected annually in the District-adopted budget.

Notwithstanding the above formula, in accordance with Section 6.6(b) of this Amendment No. 4, upon Certificate of Occupancy of re-located Station 92, District shall be obligated to pay 100% of Station 92 funding for 7.5 years (90 months). During this 7.5-year period the minimum staffing at Station 92 shall be at least 9 of the total required 21. Upon completion of this obligation, District shall have satisfied the Shortfall Repayment set forth in Section 6.6 of this Amendment No. 4.

Section 6.3 Construction and Operation of New Station #92

Station 92 (Banta Station, hereinafter "Station 92") shall be relocated to an area, within the City limits, that is acceptable to both City and District. The construction of Station 92 shall be the subject of a separate agreement, which shall address the parties' funding and ownership obligations and responsibilities. It is estimated that the construction costs will be approximately \$4,000,000 (Four Million Dollars) with City funding approximately \$3,000,000 (Three Million Dollars or 75%) and District funding approximately \$1,000,000 (One Million Dollars or 25%). The agreement shall be executed by City and District prior to commencement of construction.

Section 6.4. Payment of Maintenance and Operations Costs.

City will pay the Authority an amount equal to City's obligation for costs of maintenance and operations for each fiscal year. District will pay the Authority an amount equal to District's obligations for costs of maintenance and operations for each fiscal year in accordance with Section 6.2 and Section 6.6.

**Amendment No. 4 to Joint Exercise of Powers Agreement
for the South County Fire Authority**

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City and District will make payments in substantially equal amounts twice annually, by January 10 and May 10 of each fiscal year.

Section 6.5. Annual Levy of Special Tax.

Notwithstanding Section 6.6, District commits, for the term of this agreement and until District has fully satisfied its obligations to City pursuant to Section 6.6, to annually levy a special tax for fire prevention and suppression pursuant to Government Code section 53978 and District's "Ordinance Proposing a Special Tax for Fire Prevention and Suppression," dated August 9, 1983, at the maximum rate authorized by said ordinance on all property subject to said ordinance.

Section 6.6. District's Repayment to City of District's Shortfall: Pre-paid Services.

Pursuant to the original JPA, District was obligated to reimburse City for District's Shortfall and any other obligation(s) District has to City, together with interest at the Local Agency Investment Fund rate earned by City, compounded annually, from the date of each City advance of funds to the date of repayment (hereinafter "District Shortfall"). As of June 30, 2008, the District Shortfall owed to City is Seven Million Nine Hundred Twenty Seven Thousand Seven Hundred and Thirty-Four Dollars (\$7,927,734.00). On August 8, 2008, City received a payment of Two Million Three Hundred Five Thousand Five Hundred Fifty Seven Dollars (\$2,305,557.00) resulting in an amount owing as of the date of this Amendment No. 4 of Five Million Six Hundred Twenty Two Thousand One Hundred Seventy Seven Dollars (\$5,622,177.00). Through this Amendment No. 4, City and District revise the District Shortfall repayment obligation as follows:

- a. City and District agree to freeze the balance of the District Shortfall as of June 30, 2008, less the August 8, 2008, payment; to wit: Five Million Six Hundred Twenty Two Thousand One Hundred Seventy Seven Dollars (\$5,622,177.00). Except as may be agreed to in writing by both parties to this Amendment No. 4, and as set forth under the liquidated damages provisions of subsection (c) of this Section 6.6, no interest shall accrue to City and District shall fiscally manage itself so no additional debt for operational expenses, shall be incurred by District.
- b. The City has determined that it will benefit by the relocation of Station 92 as it will be within the City limits. The City has determined that benefit to be approximately 33 1/3% of the costs of operation and maintenance of Station 92. Over a 7.5-year period (90 months), in consideration for the District contributing 100% of the Station 92 operation and maintenance costs (including supplemental services costs), City shall deem the District's Shortfall obligation satisfied subject to (c) below. The 7.5-year period shall commence on Certificate of Occupancy of relocated Station 92.
- c. In the event that District defaults and / or otherwise fails to contribute 100% of the costs of operation and maintenance of Station 92, in accordance with the formula set forth in Section 6.6(b) and Section 6.2, the parties agree that the City shall be harmed in an amount difficult to ascertain. In the event of such default, City shall be entitled to liquidated damages, payable from District, in an amount determined

**Amendment No. 4 to Joint Exercise of Powers Agreement
for the South County Fire Authority**

Page 5 of 7

by calculating the number of years (with a 13% of the principal balance reduction each year the 100% contribution was made) divided by Five Million Six Hundred Twenty Two Thousand One Hundred Seventy Seven Dollars (\$5,622,177.00) plus interest on that amount at the Local Agency Investment Fund (LAIF) rate since June 30, 2008.

- d. If at some future time the JPA is consolidated or merged or dissolved, City shall be paid the liquidated damages amount set forth in subsection (c) above (the District Shortfall) in full at the time of consolidation or merger or dissolution.
- e. District's obligation to reimburse City shall survive termination of this agreement.

Section 6.7. Capital Acquisition and Replacement Fund.

The City and the District agree to each create a capital acquisition and replacement fund ("capital fund") for the purpose of creating a fund for replacement of the capital equipment and property owned by City and District.

City will impose a fire impact fee to fund its capital fund.

District will set aside whatever monies it has in reserves as of September 16, 1999 to use to fund its capital fund. In addition, District may use District's Annual Retention to fund its capital fund, less any monies from the Annual Retention used to repay PERS or to meet other legal obligations.

To the extent authorized by law, City and/or Authority will impose a fire impact fee to be used to provide fire stations and equipment located within District's boundaries. City and/or Authority may deposit any such fire impact fees in District's capital fund or may use them directly to provide and/or replace fire stations and equipment to serve new development within District's boundaries. In addition, City will work cooperatively with District in an effort to identify other sources of revenue which District can use to fund its capital fund such as lease financing.

Section 6.8. Additional Services.

Either Member Agency may request the Authority to perform additional services in addition to Fire Protection Services, provided such Member Agency provides funding for such additional services."

H. Section 7.3, "Uniform Fire Code", is amended to read as follows:

"The California Fire Code shall apply within the Jurisdictional Area. City and District may adopt local amendments, with such modifications deemed appropriate by each, subject to restrictions in state law. The Authority will then adopt the California Fire Code, and fee schedule, for the Jurisdictional Area."

I. Section 8.5, "Obligations Survive Termination", is amended to read as follows:

"The obligations of Articles VI and VIII shall survive termination of this Agreement."

**Amendment No. 4 to Joint Exercise of Powers Agreement
for the South County Fire Authority**

Page 6 of 7

J. Section 9.14, "Notice", is amended in its entirety to read as follows:

"To City: City Manager
 City of Tracy
 333 Civic Center Plaza
 Tracy, CA 95376

With copies to: Fire Chief
 835 Central Avenue
 Tracy, CA 95376

And

 City Attorney
 City of Tracy
 333 Civic Center Plaza
 Tracy, CA 95376

To District: Chairperson
 Tracy Rural Fire Protection District
 4330 North Pershing Avenue, Suite B1
 Stockton, CA 95207

K. Section 9.15, "Liability Insurance", is added as follows:

"City and District shall each maintain public liability and property damage insurance insuring all liability arising out of and in connection with its operations. The amount of coverage shall be determined by each agency in accordance with generally accepted public agency practice. The City and District may self-insure to provide such coverage."

- 3. Modifications.** This Amendment No. 4 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 JPA.
- 4. Severability.** In the event any term of this Amendment No. 4 are held invalid by a court of competent jurisdiction, Amendment No. 4 shall be construed as not containing that term, and the remainder of Amendment No. 4 shall remain in full force and effect.
- 5. Signatures.** The individuals executing this Amendment No. 4 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 4 on behalf of the respective legal entities and the City. This Amendment No. 4 shall inure to the benefit of and be binding upon the parties thereto and their

respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

**Amendment No. 4 to Joint Exercise of Powers Agreement
for the South County Fire Authority
Page 7 of 7**

CITY OF TRACY

By: _____
Brent H. Ives
Title: Mayor

Date: _____

Attest:

By: _____
Sandra Edwards
Title: City Clerk

Date: _____

Approved as to form

By: _____
Bill Sartor
Title: Assistant City Attorney
Date: _____

TRACY RURAL FIRE PROTECTION
DISTRICT

By: _____
James Thoming
Title: Board Chairman

Date: _____

Attest:

By: _____
[Name]
Title: Clerk of Board

Date: _____

Approved as to form

By: _____
[Name]
Title: General Counsel to District
Date: _____

**AMENDMENT NO. 3 TO
AGREEMENT BETWEEN SOUTH COUNTY FIRE AUTHORITY
AND THE CITY OF TRACY
FOR PROVISION OF FIRE SERVICES
TO AUTHORITY'S JURISDICTIONAL AREA**

This Amendment No. 3 ("Amendment No. 3") to the Provision of Fire Services Agreement ("Fire Services Agreement") is made and entered into by and between the City of Tracy, a municipal corporation ("City") and the South County Fire Authority, a joint powers authority ("Authority").

RECITALS

WHEREAS, The City and the South County Fire Authority entered into an Agreement for Provision of Fire Services to Authority's Jurisdictional Area ("Fire Services Agreement") on September 7, 1999; and

WHEREAS, The City and the Tracy Rural Fire Protection District entered into a Joint Exercise of Powers Agreement ("JPA") on September 7, 1999, which created the South County Fire Authority; and

WHEREAS, In 2002 the City and the Authority amended the Fire Services Agreement in conjunction Amendment No. 1 to the JPA ("Fire Services Agreement Amendment No. 1"); and

WHEREAS, In 2003 the City and the Authority amended the Fire Services Agreement in conjunction Amendment No. 2 to the JPA (hereinafter "Fire Services Agreement Amendment No. 2"); and

WHEREAS, Amendment No. 3 to the JPA, which provides for supplemental services, was executed by the City, District and Authority, in December 2008; and

WHEREAS, the parties wish to further amend the Fire Services Agreement to set forth revised staffing, funding, and debt obligations.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Incorporation By Reference.** This Amendment No. 3 to the Fire Services Agreement hereby incorporates by reference all terms and conditions set forth in the Fire Services Agreement unless specifically modified by this Amendment No. 3. Amendment No. 1 and Amendment No. 2, and the supplemental services described in JPA Amendment No. 3, are hereby superseded in their entirety. All terms and conditions set forth in the Fire Services Agreement which are not specifically modified by Amendment No. 3 shall remain in full force and effect. The parties agree to the definitions and the substance of the Recitals above.

Amendment No. 3 to Agreement for Provision of Fire Services

City of Tracy and Fire Authority

Page 2 of 4

2. Terms of Amendment No. 3.

A. Section 1.5, “Jurisdictional Area”, of the Fire Services Agreement is amended to read as follows:

“Jurisdictional Area” means and includes the area within the corporate limits of the City of Tracy and the area within the limits of the Tracy Rural Fire Protection District, the Mountain House Community Services District, and Delta Island School, as such limits now exist or may hereafter exist and not within the jurisdictional area of any other fire protection district.”

B. Article II, “Services”, is superseded in its entirety and replaced with the following:

“Contractor shall provide the full range of fire services within the jurisdictional area of the Authority including fire administration, fire prevention, as well as fire training and safety. These services shall be enumerated in the annual budget and shall be consistent with standards of coverage adopted by the Authority.”

C. Section 4.3, “Administrative Office” is revised to read as follows:

“Contractor’s administrative offices shall be located at 835 Central Avenue, Tracy, California.”

D. Section 5.4, “Public Liability and Property Insurance”, is amended to read as follows:

“Contractor shall maintain public liability and property damage insurance insuring all liability of Contractor and its authorized representatives arising out of and in connection with the provision of services by Contractor under this Agreement, including the use and/or occupancy of City or District owned real or personal property. Contractor may self-insure to provide coverage. Maintenance of the insurance required under the JPA shall satisfy the provisions of this Agreement.”

E. Section 6.6, “Notices”, is amended to read as follows:

**“To Contractor: City Manager
 City of Tracy
 333 Civic Center Plaza
 Tracy, CA 95376**

**Amendment No. 3 to Agreement for Provision of Fire Services
City of Tracy and Fire Authority
Page 3 of 4**

**With copy to: Fire Chief
 Fire Administration
 835 Central Avenue
 Tracy, CA 95376**

**To Authority: City Manager
 City of Tracy
 333 Civic Center Plaza
 Tracy, CA 95376”**

- 3. Modifications.** This Amendment No. 3 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 Fire Services Agreement.
- 4. Severability.** In the event any term of this Amendment No. 3 are held invalid by a court of competent jurisdiction, Amendment No. 3 shall be construed as not containing that term, and the remainder of Amendment No. 3 shall remain in full force and effect.
- 5. Signatures.** The individuals executing this Amendment No. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 3 on behalf of the respective legal entities and the City. This Amendment No. 3 shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

REST OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

**Amendment No. 3 to Agreement for Provision of Fire Services
City of Tracy and Fire Authority
Page 4 of 4**

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

SOUTH COUNTY FIRE AUTHORITY

By: _____

Brent H. Ives

Title: Mayor

Date: _____

By: _____

Steve Abercrombie

Title: Board Chairman
South County Fire Authority

Date: _____

Attest:

By: _____

Sandra Edwards

Title: City Clerk

Date: _____

Approved as to form

By: _____

Bill Sartor

Title: Assistant City Attorney

Date: _____

RESOLUTION _____

APPROVAL OF AMENDMENT NO. 4 (PRE-PAID SERVICES) TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT; APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH COUNTY FIRE AUTHORITY FOR PROVISION OF FIRE SERVICES; AND AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDMENTS

WHEREAS, The City and Tracy Rural Fire Protection District have formed the South County Fire Authority, and

WHEREAS, Each member agency of the South County Fire Authority is responsible for its share of the cost of providing fire services, and

WHEREAS, Tracy Rural Fire Protection District did not have sufficient funds over a period of years and as a result owes \$5,622,177 to the City of Tracy as of 6/30/08, and

WHEREAS, The District intends to relocate Station 92 to a location acceptable to the City where the City can have some of its calls for service handled by the relocated Station 92, and

WHEREAS, The District will continue to pay for 100% of the cost to operate Station 92 for a period of 7.5 years after it opens in order to satisfy its debt to the City of Tracy who in turn will convert the debt to this pre-payment of services to be provided by the District from the new location of Station 92, and

WHEREAS, There are a small number of clean up items to this agreement between the City and the South County Fire Authority;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby authorizes the execution of amendment No. 4 (pre-paid services) to the Joint Exercise of Powers Agreement for the South County Fire Authority and amendment No. 3 to the agreement between the City of Tracy and the South County Fire Authority for the provision of Fire Services and authorizes the Mayor to sign the amendments.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the _____ day of _____, 2011, by the following vote:

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

Mayor

ATTEST:

City Clerk

AGENDA ITEM 8

REQUEST

SECOND READING AND ADOPTION OF ORDINANCE 1156 AN ORDINANCE OF THE CITY OF TRACY, CALIFORNIA, AMENDING TITLE 3, CHAPTER 3.08, ENTITLED “TRAFFIC REGULATIONS” TO REPEAL SECTION 3.08.600 ENTITLED “VIOLATIONS OF TRAFFIC REGULATIONS—PENALTIES AND FEES”, AND REPLACING IT WITH A NEW SECTION 3.08.600 ENTITLED “VIOLATIONS OF PARKING OR EQUIPMENT REGULATIONS--FINES”

EXECUTIVE SUMMARY

Ordinance 1156 was introduced at the Council meeting held on March 1, 2011. Ordinance 1156 is before Council for a second reading and adoption

DISCUSSION

The State Legislature has increased “surcharges” on a variety of programs. As fee increases because of State Legislature action may continue, it would be more efficient to reflect any bail schedule changes through a resolution passage rather than amending Tracy Municipal Code. Ordinance 1156 was introduced to amend Chapter 3.08 entitled “Traffic Regulations”, repeal Section 3.08.600 entitled “Violations of Traffic Regulations-Penalties and Fees”, and add a new section 3.08.600 entitled “Violations of parking or equipment regulations-fines”. The City Council shall, by resolution, set the fine amount for violations of parking and standing violations as authorized by California Vehicle Code sections 40200

Ordinance 1156 is before Council for a second reading and adoption

STRATEGIC PLAN

This agenda item does not relate to the Council’s seven strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopts Ordinance 1156 following its second reading.

Attachment

Prepared by: Adrienne Richardson, Deputy City Clerk
Reviewed by: Carole Fleischmann, Assistant City Clerk
Approved by: Leon Churchill, Jr., City Manager

ORDINANCE 1156

AN ORDINANCE OF THE CITY OF TRACY, CALIFORNIA, AMENDING TITLE 3, CHAPTER 3.08, ENTITLED "TRAFFIC REGULATIONS" TO REPEAL SECTION 3.08.600 ENTITLED "VIOLATIONS OF TRAFFIC REGULATIONS—PENALTIES AND FEES", AND REPLACING IT WITH A NEW SECTION 3.08.600 ENTITLED "VIOLATIONS OF PARKING OR EQUIPMENT REGULATIONS--FINES"

WHEREAS, California Vehicle Code sections 40200 and following provide that the City Council can set fine amounts for certain standing and parking violations.

NOW, THEREFORE, The City Council of the City of Tracy hereby ordains as follows:

SECTION 1: Section 3.08.600 of Tracy Municipal Code Chapter 3.08 is hereby repealed.

SECTION 2: A new Tracy Municipal Code Section 3.08.600 is hereby added to read as follows:

"3.08.600 Violations of traffic regulations—Fines. The City Council shall, by resolution, set the fine amount for violations of parking and standing violations as authorized by California Vehicle Code sections 40200 and following."

SECTION 3: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 4: This Ordinance shall be published once in the San Joaquin Valley Herald, a newspaper of general circulation, within fifteen (15) days from and after its final passage and adoption.

* * * * *

The foregoing Ordinance 1156 was introduced at a regular meeting of the Tracy City Council on the 1st day of March, 2011, and finally adopted on the _____ day of _____, 2011, by the following vote:

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

Mayor

ATTEST:

City Clerk