

Tuesday, September 6, 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. Members of the public addressing the Council should state their names and addresses for the record, and for contact information. The City Council's Procedures for the Conduct of Public Meetings provide that "Items from the Audience" following the Consent Calendar will be limited to 15 minutes. "Items from the Audience" listed near the end of the agenda will not have a maximum time limit. Each member of the public will be allowed a maximum of five minutes for public input or testimony. However, a maximum time limit of less than five minutes for public input or testimony may be set for "Items from the Audience" depending upon the number of members of the public wishing to provide public input or testimony. The five minute maximum time limit for each member of the public applies to all "Items from the Audience." Any item not on the agenda, brought up by a member of the public shall automatically be referred to staff. In accordance with Council policy, if staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Presentations to Council - Persons who wish to make presentations which may exceed the time limits are encouraged to submit comments in writing at the earliest possible time to ensure distribution to Council and other interested parties. Requests for letters to be read into the record will be granted only upon approval of the majority of the Council. Power Point (or similar) presentations need to be provided to the City Clerk's office at least 24 hours prior to the meeting. All presentations must comply with the applicable time limits. Prior to the presentation, a hard copy of the Power Point (or similar) presentation will be provided to the City Clerk's office for inclusion in the record of the meeting and copies shall be provided to the Council. Failure to comply will result in the presentation being rejected. Any materials distributed 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 – EMPLOYEES OF THE MONTH – August and September

- SWEARING IN – Police Chief

- PROCLAMATIONS – “National Literacy Month” and “One Book, One San Joaquin” – “All the King’s Men”

- REGIONAL SMART GROWTH PLAN - S.J. Council of Governments

1. CONSENT CALENDAR

A. Minutes Approval

B. Acceptance of the John Jones Water Treatment Plant (JJWTP) Buried Piping Corrosion Protection Project - CIP 75103, Completed by Premier Cathodic Protection, Inc., of Langley, Washington, and Authorization for the City Clerk to File the Notice of Completion

C. Award a Construction Contract in the Amount of \$430,115 for the Playground Renovation Project - CIP 78127, 78122, 78118, 78106 & 78063 to McNabb Construction, Inc., of Lafayette, California, Approve Amendment 3 to Tanaka Design Group to Provide Design Support Services During Construction, and Authorize the Mayor to Execute the Contract

D. Approval of Amendments to Professional Services Agreements with Various Consultants for Additional Services Required to Complete the City’s Infrastructure Master Plans

E. Authorize Establishment of a Four Way Stop Sign at the Intersection of Lowell Avenue and Mae Avenue

F. Approve a Professional Services Agreement with West Yost and Associates for a Water System Evaluation in the City’s Water Pressure Zone 3 Area

G. Approve Amendment One to the Professional Services Agreement with RBF Consulting for the Preparation of an Environmental Impact Report for the Tracy Hills Specific Plan Amendment Project and Authorize the Mayor to Execute the Amendment

H. Authorization of Contract Laboratory Services for Fiscal Year 2011 – 2012

I. Acceptance of the Lowell Avenue Bikeway Improvements Project - CIP 78113, Completed by Coastside Concrete, of Santa Rosa, California, and Authorization for the City Clerk to File the Notice of Completion

J. Approve Task Order 10 to the Master Professional Services Agreement (MPSA) HA-07-01 with Harris and Associates for Providing on Call Program Management Services for Multiple Projects

- K. Acceptance of the Kenner Park Restroom Rehab & Path Resurfacing Project - CIP 78125, Completed by G & G Builders of Livermore, California, and Authorization for the City Clerk to File the Notice of Completion
 - L. Adopt Resolution Authorizing the City Manager to Execute Grant Contracts Necessary for the Purpose of Obtaining Proposition 63 Funds in the Amount of \$200,000 for the Mayor's Community Youth Support Network Grant Program and Appropriating \$200,000 from the San Joaquin County Behavioral Health Services Community Service Agreement
 - M. Approve Amendment Number 1 to the Specialized Aeronautical Services Operator and Leased Facility Agreement between City of Tracy and Skyview Aviation, LLC to Clarify the Agreement, Modify Payment Terms, and Add Additional Services to the List of Allowed Aeronautical Services, and Authorize the Mayor to Sign the Amendment
 - N. Approving Amendment One to the Public Agency Offsite Improvement Agreement with Tracy Joint Unified School District (TUSD) for Street and Utility Improvements on Lammers Road and Authorization for the Mayor to Execute the Amendment
 - O. Authorize the City Manager to Offer Severance to Designated Represented and Unrepresented Full-Time Employees in the Classified Service who are Separated from Employment Due to Workforce Reduction (Layoff)
 - P. Authorize Amendment of the City's Classification and Compensation Plans and Position Control Roster by Approving the Establishment of a New Classification Specification and Salary Range for Information Technology Specialist
 - Q. Authorize Amendment of the City's Classification and Compensation Plans by Approving the Revision and Re-Titling of the Environmental Control Inspector Classification to Environmental Compliance Officer in the Department of Public Works
2. ITEMS FROM THE AUDIENCE
 3. PUBLIC HEARING TO CONSIDER APPROVAL OF THE TRANSFER AND COMMITMENT AGREEMENT OF \$590,857.40 FEDERAL HOME INVESTMENT PARTNERSHIP ACT (HOME) FUNDS FROM THE COUNTY'S MANAGED FIRST TIME HOME BUYER AND REHABILITATION PROGRAMS TO THE BOUNCE BACK TO HOMEOWNERSHIP-OPTION TO OWN PROGRAM
 4. AUTHORIZATION FOR STAFF TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH PROPERTY OWNERS OF THE PROPOSED CORDES RANCH DEVELOPMENT WHICH IS LOCATED ON APPROXIMATELY 1700 ACRES OF LAND ON THE WEST SIDE OF TRACY PLANNED FOR INDUSTRIAL, OFFICE, AND RETAIL DEVELOPMENT
 5. RECEIVE AND DISCUSS THE END OF YEAR REPORT FOR THE GRAND THEATRE CENTER FOR THE ARTS

6. APPOINT ONE APPLICANT TO THE TRACY ARTS COMMISSION
7. ITEMS FROM THE AUDIENCE
8. COUNCIL ITEMS
 - A. That the City Council Makes a Determination of their Position on Resolutions to be Considered at the Annual Business Meeting of the 2011 League of California Cities Annual Conference
9. ADJOURNMENT

June 21, 2011, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

The invocation was given by Reverend Willie Rolland, People of Christ Missionary Baptist Church.

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

Leon Churchill, Jr., City Manager, presented the Employee of the Month award for June 2011, to Alan Bell, Senior Planner, Development and Engineering Services.

Mayor Ives presented Certificates of Commendation to the Gang and Narcotics Enforcement Team, the Directed Patrol Unit, Records Personnel and Support Staff recognizing their dedication to duty and commitment to improving public safety during "Operation Gateway."

Jeremy Ward, Firefighter-Paramedic, offered a presentation on the re-establishment of the Fire Explorer program.

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 – Regular meeting minutes of May 3, 2011, special meeting minutes of May 10, 2011, and closed session minutes of June 7, 2011, were approved.
 - B. Authorization to Award Chemical Bids for Water and Wastewater Treatment for Fiscal Year 2011-12 – Resolution 2011-115 authorized award of the bid.
 - C. Approval of Resolutions: (1) Initiating Proceedings for the Annual Levy for Tracy Consolidated Landscape Maintenance District, (2) Preliminarily Approving the Engineer's Report for the Tracy Consolidated Landscape Maintenance District and (3) Declaring the Intention to Levy Annual Assessments and Setting the Date for the Public Hearing – Resolution 2011-116 initiated proceedings for the annual levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District for FY 2011/2012. Resolution 2011-117 preliminarily approved the engineer's report. Resolution 2011-118 declared the City's intent to levy annual assessments. Council Member Abercrombie abstained from voting on Zone 9; Mayor Ives abstained from voting on Zone 24.
 - D. Implementing GASB 54 by Adopting a Fund Balance Policy, Committing the Ending Fund Balances of all Special Revenue Funds for Specific Purposes, and Delegating Authority to the Finance and Administrative Services Director for "Assigning" Ending Fund Balances – Resolution 2011-119 implemented GASB 54.

- E. Adopt a Resolution Approving the Youth Advisory Commission Bylaw Revisions – Resolution 2011-120 approved the bylaws.
 - F. Acceptance of the Storm Drain Improvements at Various Locations 2010 Project - CIP 76057, Completed by M.C.I. Engineering of Stockton, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2011-121 accepted the improvements.
 - G. Acceptance of the Offsite Improvements Completed by Winco Foods LLC, the Developer of the Winco Foods Facility, for Construction of Offsite Frontage Public Improvements on Pavilion Parkway and Power Road, and at the Intersections of Pavilion Parkway and Naglee Road, and Grant Line Road and Corral Hollow Road – Resolution 2011-122 accepted the improvements.
 - H. Authorization for the City to Enter into Lease Agreement with Arnaudo Bros. for the Lease of the Holly Sugar Northerly Paved Drying Bed and Authorization for the Mayor to Execute the Agreement – Resolution 2011-123 authorized the City to enter into the lease agreement.
 - I. Authorization to Submit the Annual Claim to the State of California, Through the San Joaquin County Council of Governments, for Transportation Development Act Funds in the Amount of \$2,827,547 for Fiscal Year 2010-2011, and for the Finance and Administrative Services Director to Execute the Claim – Resolution 2011-124 authorized submittal of the claim.
 - J. Adopt Resolution to Authorize the City Manager to be the Authorized Agent of the City of Tracy and to Execute any Actions Necessary for the Purpose of Obtaining Proposition 1B Funds in the Amount of \$25,000 for the Design of a Fiber Optic Line from City Hall to the Tracy Transit Station and Appropriate the Funds to CIP 77545 – Resolution 2011-125 authorized the City Manager to be the authorized agent.
 - K. Approve Resolution Authorizing the City Manager to Sign the Non-Competitive Bicycle Project Claim Forms for all Projects Funded by the Measure K Non-Competitive Bicycle, Pedestrian and Safe Routes to School Program – Resolution 2011-126 authorized the City Manager to sign the project claim forms.
 - L. Accept Travel Report from City Attorney Regarding Attendance at League of California Cities' City Attorneys' Department Conference – Report accepted.
2. ITEMS FROM THE AUDIENCE - John Favors, 2119 Laura Lane, addressed Council regarding repairs needed on Linne Road.
3. INTRODUCTION OF AN ORDINANCE TO AMEND SECTION 11.12.060 (DELINQUENT ACCOUNTS) AND SECTION 11.12.080 (ADVANCE DEPOSITS) OF THE TRACY MUNICIPAL CODE AND FURTHER DISCUSS CITY UTILITY BILLING ADMINISTRATION ISSUES - Zane Johnston, Administrative Services Director, presented the staff report. At the March 15, 2011 City Council meeting, information was presented related to the administration, billing and collection of City supplied utilities (water, wastewater, and solid waste). These enterprise funds have not fared well in recent years due to a number of factors including the expense of bad debt write-off which has been exacerbated during the recession and housing crisis.

Much of the bad debt is associated with tenants who leave with a balance owing on their utility bills. Currently tenants pay an \$80 deposit to open a utility account. However, the minimum City utility bill (before water consumption charges) is about \$75. City utilities are billed in arrears, and many tenants may have several months due when they move. An increase to the deposit would cover these charges and result in less bad debt.

While increasing the amount of the deposit, this opportunity should also be used to increase certain fees associated with delinquent accounts. A fee of \$35 is charged to restore water service which has been shut off for non-payment. Fifty dollars is the fee for locking water meters (because the customer turned the water back on after the City turned it off) and then damaging that meter (the customer cuts it off). If the City must remove the water meter (because of continued tampering), the fee is \$100. The City charges \$25 on checks returned by the bank (non-sufficient funds). All of the above fees do not exceed the City's cost to take these actions. A \$25 non-sufficient funds fee is very common. The fees for meter and lock tampering are to reimburse the City for damage.

Recently the Council adopted a Master Fee Schedule; however, utility related fees were not included in this Master Fee schedule and remain in the Municipal Code.

At the March 15, 2011 City Council meeting, information was presented to the Council regarding the administrative burden of permitting tenants to open City utility accounts instead of such services being restricted to be in the name of the landlord. Although the Council at that time did not direct staff to develop such a change, the issue was presented again for Council discussion due to a number of factors. The March 15, 2011, staff report on this matter described the many administrative burdens associated with tenant utility accounts; however, the staff report did not quantify in terms of reduced full time equivalents (FTE) the reduction in City staff possible through such a change. A verbal estimate of 3 to 4 FTEs noted at the March 15th meeting included reductions from both the change to a landowner only utility account, and the elimination of cash as a form of payment for City utilities. The impact of these changes is important in light of the City's financial goals to reduce costs over the next three years and to mitigate the magnitude of future utility rate increases.

Staff estimates that 2 FTEs could be eliminated if tenants were not allowed to sign up for utilities. Additional FTE reduction could be achieved by eliminating cash receipt functions; however, this issue will continue to be examined in terms of alternatives and may be the subject of a subsequent report to the Council.

Since March 15, 2011, the City has received survey information from employees concerning possible retirements. The data indicates that over the next 12-18 months, the Finance Department will likely experience a significant departure of staff. When proposing a policy change such as the elimination of tenant sign up for City utilities and the resulting reduction in FTE, it is also necessary to determine the outcome of the displaced staff. In some organizations such staff simply might be absorbed into duties and functions which never result in any real cash savings. Others may choose to lay-off staff. Due to upcoming Finance staff departures, this change could occur and the impacted staff would be moved into vacated positions, thereby eliminating the need for layoffs. This action would achieve a reduction in FTEs allocated to the Finance Department and provide real cash savings.

Currently, there are about 4,860 existing City utility accounts held in the names of renters. 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 open the account in their name from that point forward. As such, it would take a considerable amount of time before the majority of tenant accounts would be converted to landlord accounts. This lengthy transition prevents an undue burden on landlords since they would know well in advance that the next time they have a change in tenant at their property, the City utility bill would be transferred to the landlord's name. As such, the landlord could advertise the amount of rent which would include City utilities.

As noted in the March 15, 2011 staff report, landowners of a multi-tenant building serviced by one water meter, must have the account in the name of the landowner. In these situations, inclusion of City utilities in the amount of rent is the common practice.

There is no direct impact to the General Fund as City utility billing and administration matters are funded by the City enterprise funds of water, sewer, garbage and storm drain.

Staff recommended that the Council introduce an ordinance raising the deposit for City utilities to \$175 and revising associated fees for disconnection of services due to non-payment. Staff also suggested Council discuss again the elimination of tenant utility accounts and provide direction to staff.

Council Member Abercrombie asked if Mr. Johnston was aware of any other cities that do not accept cash payments. Mr. Johnston stated he was not aware of any city that did not accept cash; however, other cities do provide other opportunities for payments.

Mayor Pro Tem Maciel asked how many residents pay their bill in person. Mr. Johnston indicated approximately 1% of residents pay in cash. Mayor Pro Tem Maciel stated the fee increase was reasonable.

Mayor Pro Tem Maciel indicated Council needed to look out for the interests of the City and stated he would like to see a workshop where property owners/managers could provide input or suggestions on this subject.

Council Member Elliott asked if the increases in fees were needed to recover the costs now. Mr. Johnston stated yes, that the City cannot charge more than the cost of service.

Council Member Elliott asked if the City was looking at other possibilities for residents to pay their bill other than at the 7-11. Mr. Johnston stated possibly, and outlined some of the cumbersome processes involved.

Council Member Elliott asked if there were any other collateral benefits to this option such as a reduction in utility bills, or is it just a savings to the City. Mr. Johnston provided estimates for the various options.

Council Member Rickman asked how much would it be for the property owner to include it in the rent monthly. Mr. Johnston stated there would be less bad debt and less staff time needed.

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

Tom Benigno, 2473 Angora Court, indicated he did not believe it was worth the City's time to change utility billing and lose 2-4 city jobs. Mr. Benigno stated it was the property owner's responsibility to take care of their property. Mr. Benigno suggested giving the responsibility of utilities back to the property owners/property managers.

The Clerk read the title of proposed Ordinance 1161.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to waive the reading of the text. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to introduce Ordinance 1161. Voice vote found all in favor; passed and so ordered.

4. ACCEPTANCE OF A STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM #11G-LA43 FOR \$35,000 AND APPROPRIATION OF FUNDS TO THE POLICE DEPARTMENT BUDGET FOR THE PURPOSE OF ENFORCING ALCOHOLIC BEVERAGE RELATED LAWS - Cody Dellabitta, Neighborhood Resource Officer, presented the staff report. Periodically, the City has had difficulties with alcohol sales to under-aged persons and parties where underage drinking and other nuisance related issues occur. The risks to underage persons from the consumption of alcoholic beverages are obvious and the parties create a nuisance from increased noise levels and debris left in neighborhoods. Occasionally, the Police Department receives complaints about on-sale establishments failing to adhere to the terms of their Alcoholic Beverage Control (ABC) licenses.

The Police Department believes that educating local retail establishments that sell alcoholic beverages on the laws relating to sales and the conditions of their ABC licenses is the most effective deterrent to violations. Additionally, periodic inspections of licensee establishments to evaluate compliance will help to reduce the number of violations. The City submitted a grant application to the State of California Alcoholic Beverage Control for \$65,273 to conduct a variety of operations. However, by the nature of the competitive grant application, the City was awarded \$35,000.

Implementation of the grant will begin on July 1, 2011. All expenses incurred to establish and fulfill the terms of the grant for the grant period are covered by the grant amount. Under the conditions of the grant, the Department must submit monthly reports, listing the expenditures of monies for that period. After receipt of each monthly report, the State Controller's Office will reimburse the City's General Fund for expenses.

Funding for overtime and training costs to support this program were not included in the FY 2011-12 Budget. The proposed \$35,000 grant limit needs to be appropriated from the General Fund and added to the Police Department's Operating Budget. The State Controller's Office would reimburse the General Fund for all expenses up to the \$35,000 grant award limit. This request would be a net neutral expense to the City's budget.

Staff recommended that the Council authorize the acceptance of the grant and the appropriation of \$35,000 from the General Fund to the Police Department's Operating Budget to pay for training and overtime costs in support of this grant aimed at reducing the use of alcoholic beverages by underage persons within the City of Tracy with the General Fund receiving reimbursement from the grant, based upon monthly reports.

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 2011-127 accepting a grant through the State of California Department of Alcoholic Beverage Control Grant Assistance Program #11G-LA43 for \$35,000, and appropriating funds to the Police Department budget to enforce alcoholic beverage related laws. Voice vote found all in favor; passed and so ordered.

DEVIATION IN AGENDA

Mayor Ives asked Mr. Johnston to return to discuss agenda item #3 regarding alternatives not covered in the Ordinance.

Council Member Elliott indicated residents should be able to pay their bills in cash and if other locations were made available, that would be acceptable. Council Member Elliott stated accounts held in the name of the landlord would be acceptable as long as the change was phased in.

Mayor Pro Tem Maciel indicated he agreed with Council Member Elliott's comments regarding another viable alternative. Mayor Pro Tem Maciel stated he would like some middle ground regarding the responsibility of utility deposits, including conducting a workshop to collectively come up with a solution.

Council Member Abercrombie asked for clarification on the ordinance and whether the ordinance would have to change if Council pursued other options regarding tenant or landlord payments. Mr. Johnston indicated the ordinance only requires a higher deposit for utilities.

Council Member Abercrombie indicated he would like input from property owners/managers.

Council Member Rickman indicated he agreed with Council Member Abercrombie and Mayor Pro Tem Maciel.

Mayor Ives asked if a pre-council meeting workshop would be appropriate. Mr. Churchill stated it would be possible.

5. **APPROVE ANNUAL GROUND LEASE RATE INCREASE BY 1.4 PERCENT FOR PRIVATELY-OWNED HANGARS AT TRACY MUNICIPAL AIRPORT EFFECTIVE JULY 1, 2011** - Ed Lovell, Management Analyst, presented the staff report. The City has 24 ground lease agreements with Lessees who have privately owned hangars at the Tracy Municipal Airport. The lease agreements have provisions allowing for annual rate increases based upon the U.S. Consumer Price Index (CPI), but not to exceed 10% for any single increase. All rate increases require a 30 day notice and the approval of the Council. Ground Lease Tenants were individually notified of this pending increase in correspondence postmarked May 31, 2011.

The last rate increase for privately owned hangars was in July of 2010. The CPI of the previous calendar year is used to adjust the rate in July of the following year. The increase is taken from the Consumer Price Index for all Urban Consumers, Other Goods and Services, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 =

100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The CPI increase for 2010 was 1.4%.

Tracy Airport currently averages 4.5 cents per square foot on ground leases for constructed hangars that are privately owned. Other airports in the area are reporting between 10 cents and 38 cents per square foot for similar ground leases with the exception of Stockton Airport whose pricing is similar to Tracy's. All ground leases at other airports include an annual escalator that is tied to the CPI. In addition, all ground leases contain a reversionary clause in which at the end of the lease the constructed hangar becomes the property of the airport. It is important to note that the Tracy's privately owned hangar ground lease rate includes electricity.

The Transportation Advisory Commission did not endorse this ground lease rate increase at their June 9, 2011 regular meeting.

As a result of this action, the increase in revenue to the Airport Enterprise Fund for Ground Leases will be \$262.68 for Fiscal Year 2011-2012. The rate increase ranges from \$.69 to \$1.08 per hangar per month.

Staff recommended that the Council approve increasing the ground lease rate by 1.4% for privately-owned hangars at Tracy Municipal Airport effective July 1, 2011.

Council Member Elliott asked why Tracy did not have a reversionary clause. Mr. Buchanan stated when the leases are renegotiated they include reversionary clauses.

Council Member Elliott asked why Tracy includes electricity. Mr. Buchanan stated when the original leases expire, they could be renegotiated.

Council Member Elliott asked if the increase covers the cost of services the City provides. Mr. Buchanan stated they are less, but privately owned hangars provide income from fuel, etc.

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

Dave Anderson 1940 Earl Way, Vice President of the Tracy Airport Association, addressed Council regarding the information presented. Mr. Anderson indicated Stockton and other cities do provide electricity in their rates. Mr. Anderson added the Transportation Commission did not endorse this rate increase and thought the rates should not increase until the sub-standards conditions at the airport are corrected. Mr. Anderson asked that Council not approve the rate increase.

John Favors, 2119 Lara Lane, indicated the rental rates at the Tracy Airport are substantially higher than other airports in San Joaquin County. Mr. Favors stated a rate increase would not be appropriate until the needed repairs were made to the airport and suggested that Tracy Airport not be compared to airports in the Bay area. Mr. Favors further stated that if an individual invests in a hangar at the airport, it seems reasonable that at the end of the rental period that individual should be able to deconstruct the hangar and move it elsewhere.

Trina Anderson, 1940 Earl Way, addressed Council and suggested the City should use the rural CPI for San Joaquin County.

Mayor Ives asked for clarification regarding a rural CPI. Mr. Lovell stated he was not aware of a rural CPI. Mr. Lovell stated other cities use a general California CPI or one for the entire western United States. In response to a question from Mayor Ives regarding which CPI the City used, Mr. Lovell stated the San Francisco/San Jose metro CPI.

Mayor Ives asked if the lease agreement had clear language regarding the CPI and how rates are tied to it. Mr. Buchanan stated the lease agreement indicates any rate increase will be based on the US CPI, but not to exceed 10%.

Mayor Pro Tem Maciel asked how long a typical ground lease was for. Mr. Lovell indicated 20-30 years. Mr. Buchanan stated the life cycle is approximately 50 years.

Council Member Abercrombie proposed that staff return with a reprioritization of the airport and how it fits into the City's economic development.

Council Member Rickman asked what would be the direct effect of not increasing rates. Mr. Buchanan stated the fiscal impact would not be realized. Mr. Buchanan stated the airport currently runs at a deficit.

Mayor Ives suggested Tracy's rates were too low.

Mayor Pro Tem Maciel asked if the City was limited by the language of the lease. Mr. Buchanan stated 18 leases were currently out of contract and staff had been waiting for the opportunity to re-negotiate. Mr. Buchanan further stated that according to analysis, 2013 would be the best time to re-negotiate the contracts.

Council Member Elliott asked how much of a deficit the airport runs and how the City was looking to bridge the gap. Mr. Buchanan stated the airport has a \$100,000 yearly deficit. Mr. Buchanan stated staff was pursuing hangar projects and loans so the Enterprise Fund could pay off its debt.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Elliott to adopt Resolution 2011-128 approving the annual ground lease rate increase of 1.4 percent for privately-owned hangars at Tracy Municipal Airport effective July 1, 2011. Roll call vote found Mayor Pro Tem Maciel, Council Member Rickman, Council Member Elliott, and Mayor Ives in favor; Council Member Abercrombie opposed. Motion carried 4:1.

6. FOLLOW-UP REPORT ON PREVIOUS COUNCIL DIRECTION FOR ADDITIONAL NOISE MEASUREMENTS FROM THE LEPRINO FOODS PLANT LOCATED AT 2401 N. MACARTHUR DRIVE - Ana Contreras, Community Preservation Manager, presented the staff report. Ms. Contreras stated this report was a follow up to the Council's direction relative to noise complaints received from Brian Van Lehn and Leanne Van Lehn regarding the Leprino Foods processing plant at 2401 N. MacArthur Drive.

On January 18, 2011, the Council accepted a proposal by Brown Buntin Associates (BBA) for additional noise measurements west of the Leprino Foods plant and adjacent to the residential area. This proposal included noise readings at two outdoor locations and two indoor locations. The two outdoor locations indicated on Attachment A to the staff report are adjacent to Site 13 and next to the Van Lehn's residence (Site 10A). The two indoor locations were the master bedroom and the second bedroom of the home

located at 540 Winston Court, immediately west of the railroad siding at Leprino Foods where refrigeration railroad cars are stationed.

The noise readings were conducted on May 4, 2011, beginning at approximately 8:00 p.m. City staff worked with Union Pacific Railroad to have railcars brought onto the Leprino site with the refrigeration units all facing south at the request of the Van Lehn's, thereby creating a scenario with respect to the impact of the noise on the adjoining and affected residential properties. Leprino Foods was in full operation with all three railcar refrigeration units running continuously during the reading period.

The following information summarizes the readings obtained by BBA:

- Site 10A was calculated at 63.0 dBa
- Sound levels at Site 13 were calculated at 65.9 dBa
- Master bedroom sound level was calculated at 37.4 dBa
- Second bedroom sound level was calculated at 38.0 dBa

The report submitted by BBA established that noise levels from Leprino Foods are consistent with the measurements taken by City staff and other previous noise consultants. The noise readings conducted on May 4, 2011, approach but do not exceed the maximum allowable noise decibel level of 67dBa.

While not required, the BBA report further identifies potential mitigation measures that could be implemented to further reduce noise levels at or within homes adjacent to the railroad property immediately west of Leprino Foods. These potential noise reduction measurements include:

- Noise barriers and/or extending the sound walls at the residential property lines.

Engineer's estimate of the cost and materials for constructing a new sound wall (approximately 851 lineal feet along the western residential property line of the Leprino Facility) is within the range of \$110,630 and \$144,670, depending on the type of material used (i.e., precast concrete wall or masonry block wall).

- Adding additional panels to fill the gaps between the existing absorption treatments recently installed by Leprino Foods

Engineer's estimate for filling these gaps between the existing sound barriers is approximately \$238,388.75 (111.5 feet aggregate at a cost of \$1,504.03 per lineal foot).

- Residential Sound Attenuation. Reduction of noise within residential structures would require modifications to individual homes, such as replacing windows and doors with acoustically rated products.

The estimated cost of window and door replacements is \$19,000 (20 windows @ \$500 = \$10,000; 19 sliding glass doors @ \$1,000 = \$19,000, excluding labor costs). The cost for installing the windows and doors is estimated at \$11,600 (20 windows @ \$200 = \$4,000; 19 sliding glass doors @ \$400 = \$7,600). This estimate depends on whether the residence is a stucco or sided structure. Ten parcels were taken into consideration for this calculation from Grant Line Road continuing north along the railroad tracks, two houses past the last rail car.

The BBA report was prepared at a cost of \$10,000 following Council's request on January 18, 2011, (Resolution No 2011-018).

Noise measurements taken by BBA found noise levels from Leprino Food's processing plant at 2401 N. MacArthur Drive consistent with staff's previous noise readings that indicated the plant does not exceed the 67 dBA level approved by the City's exemption granted to Leprino Foods in 1994.

The City is under no obligation to implement a solution nor to adopt any of the noise reduction options outlined by BBA; conversely, information in the report satisfies adjacent homeowners' requests for a reading by a professional acoustical engineer, along with a comprehensive description of the noise levels and actions necessary to reduce the level of sound from the Leprino Foods plant.

Staff recommended the Council accept BBA's report as complete and that no further action be taken with regard to noise reduction options contained in the report.

Ms. Contreras clarified that the engineer's estimate in the staff report incorrectly stated \$19,000 vs. \$29,000.

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

Brian Van Lehn, 540 Winston Court, addressed Council disputing several points: Rodham July 1, 2009 reading of 70 decibels and staff readings of May 18, 2010, also over 70 decibels. Mr. Van Lehn indicated he would like an end to this problem adding the costs to abate the nuisance as outlined in the ordinance should be recouped by Leprino Foods. Mr. Van Lehn stated the night Mr. Brown took the readings was not a worst case scenario, even though the rail cars were situated in the correct position. Mr. Van Lehn stated he does not believe that Leprino is honoring their sound mitigation.

Council Member Abercrombie asked Mr. Brown to address Council in response to some of the comments presented by Mr. Van Lehn.

Bob Brown, President of Brown Buntin Associates, stated the measurements were taken with certified equipment and by staff trained to take the measurements. Mr. Brown further stated he stands behind the measurements observed and reported.

Council Member Abercrombie asked if Mr. Brown had any information about the noise difference regarding diesel vs. electric powered rail cars. Mr. Brown stated no.

Mr. Brown referred to the aerial photo of the sites and the gaps in the barriers and the differences in the barriers. Mr. Brown indicated the staff report included an option to eliminate the gaps which may decrease noise.

Council Member Elliott asked for review of what constitutes a code violation in this case. Mr. Malik provided a background of the Leprino Foods noise exemption of 67 decibels. Alan Bell, Senior Planner, stated the sound level limit for Leprino is 67 decibels. For a violation to occur there would need to be noise volume in excess of 67 decibels for an hour long period, and three hour long periods in a 30 day period. Mr. Bell stated the City has not been able to document a noise violation for 30 minutes much less an hour any time a reading has been taken.

Mayor Pro Tem Maciel asked for a definition of “detrimental.” Mr. Sodergren stated it was broad, but if a specific decibel level was built in the permit then that could be a factor for health and safety.

Mr. Bell stated that the health, safety, and welfare finding was one that the Planning Commission had to make which is subjective and qualitative. Mr. Bell further stated that Leprino Foods made noise reduction efforts in 1994 when the Planning Commission considered this exemption. Mr. Bell stated that the Planning Commission had determined that the noise exemption provided would not be detrimental to the health, safety, and welfare of the neighboring residents.

Mayor Pro Tem Maciel stated although no one discredits the discomfort the Van Lehn’s are experiencing he did not believe there was anything further staff or the City could do.

Mr. Van Lehn indicated the noise mitigation was tied into their Conditional Use Permit.

Mr. Bell stated part of the noise ordinance required a noise mitigation measure plan for anyone seeking an exemption. Mr. Bell further stated Leprino undertook, designed and implemented their noise mitigation measures.

Mr. Van Lehn indicated that in Leprino’s mitigation plan, it states that by using diesel powered cars, they were realizing a savings. Council Member Abercrombie asked if it would be feasible for the City Manager or staff to share the report with Leprino Foods and ask them to address some of the recommendations. Mr. Churchill indicated he would provide Leprino with the information if that was Council’s direction.

Mayor Pro Tem Maciel stated sharing the information with Leprino was fine, but that he was not an advocate of pursuing this issue any further.

Council Member Elliott asked for clarification of what constitutes a detriment to the neighbors, and what would be a reasonable definition of making sure that the City did not create conditions detrimental to public health. Mr. Sodergren stated once the use permit is granted it becomes vested; that is not to say that the City can’t amend or revoke the permit, but before the City could do that, they would need to establish that there is some detriment to the public health and safety.

Council Member Elliott asked if it would be reasonable to say if the measurements taken were less than those, then those are reasonably considered not to be detrimental to the residents.

Council Member Elliott stated there was some dispute regarding whether what was observed was the worst case. Mr. Brown stated it was the worst case that was measured that night. Mr. Brown added there were three rail cars, all operating in full operational mode, along with other equipment at Leprino operating at normal levels, along with noise coming from other industrial sources in the area. Council Member Elliott indicated it appears that the City had gone above and beyond normal responsibilities.

Council Member Elliott stated he agreed with Mayor Pro Tem Maciel that it is appropriate to notify Leprino of the readings, but the City should leave it to Leprino as to whether they believe it is appropriate to pursue further mitigation since they are not in violation.

Council Member Rickman stated he did not see a problem sharing the information with Leprino.

Council accepted the report from Brown-Buntin Associates, Inc., and suggested staff provide Leprino Foods with a copy of the report.

7. SECOND READING AND ADOPTION OF ORDINANCE 1160 AN ORDINANCE OF THE CITY OF TRACY, CALIFORNIA, AMENDING TITLE 3, CHAPTER 3.16, ENTITLED "TAXI CABS AND AUTOMOBILES FOR HIRE"

The Clerk read the title of proposed Ordinance 1160.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to waive the reading of the text. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adopt Ordinance 1160. Roll call vote found all in favor; passed and so ordered.

8. ITEMS FROM THE AUDIENCE – None.

9. STAFF ITEMS

- A. Accept Travel Report on City Manager's Lobbying Trip to Washington D.C. – Leon Churchill, Jr., City Manager, indicated there were significant implications on how the City makes application for priority projects; the City is going to have to be more modest, going to have to leverage private investments and be more competitive in those processes.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to accept the report. Voice vote found all in favor; passed and so ordered.

10. COUNCIL ITEMS - Council Member Abercrombie indicated he would like to have a workshop with the Transportation Advisory Commission regarding the airport.

11. CLOSED SESSION

ITEMS FROM THE AUDIENCE – None

LABOR NEGOTIATIONS - (Gov. Code, § 54957.6)

Employee Organization: Tracy Firefighters' Association

City's designated representatives: R. Leon Churchill Jr., City Manager; and Jack Hughes, Esq.

MOTION TO RECESS TO CLOSED SESSION – Council Member Abercrombie moved to recess to Closed Session. Council Member Elliott seconded the motion. Voice vote found all in favor; passed and so ordered. Time 9:20 p.m.

RECONVENE TO OPEN SESSION – The meeting was reconvened into open session at 10:05 p.m.

REPORT OF FINAL ACTION - None

12. ADJOURNMENT - It was moved by Council Member Elliott and seconded by Council Member Rickman to adjourn. Voice vote found Council Member Elliott, Council Member Rickman and Mayor Pro Tem Maciel in favor; Council Member Abercrombie and Mayor Ives absent. Mayor Ives left the meeting at 9:50 p.m. Motion carried 3:0:2. Time 10:05 p.m.

The above agenda was posted at the Tracy City Hall on June 16, 2011. The above are summary minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL

REGULAR MEETING MINUTES

July 5, 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 Scott McFarland, Journey Christian Church.

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

Mayor Ives presented a proclamation to Linda Jimenez, Chairperson, Parks and Community Services Commission, proclaiming July 2011 as Parks and Recreation Month in Tracy.

Leon Churchill, Jr., City Manager, presented a plaque to Ursula Luna-Reynosa, outgoing Economic Development Director, in recognition of her service to the City.

Leon Churchill, Jr., City Manager, presented a plaque to Janet Thiessen, outgoing Police Chief, in recognition of her service to the City.

1. CONSENT CALENDAR – Following the removal of item 1.C by Robert Tanner, it was moved by Council Member Abercrombie and seconded by Council Member Elliott to approve the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - A. Acceptance of the South Area Well Demolition Project, CIP 75099A, Completed by MCI Engineering Inc., of Stockton, California, and Authorization for the City Clerk to File the Notice of Completion - Resolution 2011-130 approved the project.
 - B. Acceptance of the Tidewater Well Conversion Project, CIP 75099, Completed by Zim Industries, Inc. of Fresno, California, and Authorization for the City Clerk to File the Notice of Completion - Resolution 2011-131 approved the project.
 - D. Approve a 33-Foot Wide Public Utility Easement (PUE) Within the City Owned Parcel Located on the East Side of Tracy Boulevard North of Larch Road, for Placement and Maintenance of Electrical Service for a Meat Storage and Processing Facility to be Located on 4276 N. Tracy Boulevard, Authorize the Mayor to Execute the Grant of Easement, and Further Authorize the City Clerk to File the Easement Document with the San Joaquin County Recorder - Resolution 2011-132 approved the easement.
 - C. Adopt a Resolution Reducing the Amount of Employees' Share of Contributions to the California Public Employees Retirement System (CalPERS) Paid by the City for Department Heads - Robert Tanner, 1371 Rusher Street, inquired what the total amount of savings would be if only Department Heads agreed to contribute 1.5% of the employees' share of contributions to CalPERS, and whether the savings were anticipated in the budget. Leon Churchill, Jr., City

Manager, responded he did not have the amount of savings for Department Heads only, but would provide the Council and Mr. Tanner with the information. Mr. Churchill added no savings were anticipated in the budget.

It was moved by Council Member Abercrombie and seconded by Council Member Elliot to adopt Resolution 2011-133 reducing the amount of the employees' share of PERS contributions for Department Heads paid by the City. Voice vote found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Duffy Ruffin, Asset Manager, Visionary Home Building, stated in conjunction with Bank of America and other agencies Visionary Homes will sponsor an event for homeowners facing difficulty paying their mortgages. The event will be held on Friday, July 8, from 4-8 p.m. and Saturday, July 9, from 10 a.m. to 3 p.m. at the Stockton Hilton, 2323 Grand Canal Boulevard, Stockton, 95207. The event is designed to provide homeowners under threat of foreclosure with access to various agencies who will offer tools and resources to the homeowners to assist them in making informed decisions. Representatives from social agencies will also be present at the event.

Dave Helm, 1,000 Central Avenue, commented on an article in a recent edition of the Tracy Press regarding clarification of speakers' time limits at City Council meetings. Mr. Helm referred to issues he had brought before the Council previously which have not yet been resolved. Mr. Helm thanked members of GNET, Police Department, for helping to make Tracy a better place to live.

3. APPROVE RESOLUTION AWARDING A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT TO MV PUBLIC TRANSPORTATION, INC., NOT TO EXCEED \$827,871 IN FISCAL YEAR 2011/2012, FOR SERVICES RELATING TO THE CITY OF TRACY'S TRACER PUBLIC TRANSIT SYSTEM; AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZE MV TRANSPORTATION, INC., TO ENTER INTO A CONTRACT WITH GREYHOUND LINES, INC. TO PROVIDE GREYHOUND BUS SERVICES AT THE TRACY TRANSIT STATION – Rod Buchanan, Director of Parks and Community Services, presented the staff report and stated representatives from MV Transportation were available to answer questions.

Since July 2001, the City has contracted for certain operational components of the TRACER Fixed Route and Paratransit Bus services, primarily drivers, bus maintenance and dispatching. The service is a five-route system with stops at key destinations throughout the City. Currently, the fleet consists of four Compressed Natural Gas (CNG) 25' buses, six CNG 30' buses, three gasoline/electric hybrid 26' buses and two ADA accessible mini-vans. MV Public Transportation, Inc. (MV) was awarded the contract to operate the service in 2001 and again in 2006.

On March 14, 2011, a Request for Proposals (RFP) was mailed to various transportation service providers, and published on the City's website. The service requirements include providing drivers and dispatch of the TRACER Fixed Route and Paratransit Bus services and facilitating revenue service operations and maintenance of buses. MV and Storer Transportation both submitted responsive proposals. Three other companies declined to bid. While both companies have a long history of experience in transportation, and both would be able to meet the City's needs, continuing with MV will save more than \$2 million over the initial term of the agreement.

As part of the agreement, and in addition to the service levels already being provided, MV has agreed to provide additional software to manage the Fixed Route system, continue with a recently implemented secret rider program, and assist the City in marketing the Tracer system. In addition, as part of the contract, MV has agreed to be the Greyhound Lines, Inc. (Greyhound) Agent upon Greyhound operations beginning at the Tracy Transit Station. Both MV and Greyhound have agreed to use the same contract that would have been in place had the City entered into the agreement with Greyhound. Greyhound will provide all the necessary equipment to operate its service and MV will provide all the required staffing.

There will be no impact to the General Fund. Funding for the TRACER transit service is provided through County, State and Federal revenue sources, and passenger fares. The anticipated revenues of approximately \$8,500 per year from MV's contract with Greyhound will go to MV Transportation to offset their expenditures.

Staff recommended Council adopt a resolution awarding a five-year Professional Services Agreement to MV Public Transportation, Inc., not to exceed \$827,871 in Fiscal Year 2011-12, for services relating to the City of Tracy's TRACER public transit system, authorize the Mayor to execute the agreement and authorize MV Transportation, Inc., to enter into a contract with Greyhound to provide Greyhound bus services at the Tracy Transit Station.

Mayor Ives invited comment.

Council Member Abercrombie asked how soon operations would begin. Mr. Buchanan responded probably by early fall since there is quite a lot of work to be done.

Council Member Rickman inquired whether Greyhound would relocate from Grant Line/Holly to the Transit Station. Mr. Buchanan responded yes, that is the intention.

Mayor Pro Tem Maciel asked for the current hours of operation at the Transit Station and whether they would change when Greyhound begins service. Mr. Buchanan responded 8 a.m. until 6 p.m., and 9 a.m. to 5 p.m. on weekends, although the station is also open for rentals at other times. Initially those hours would not change although they could be amended in the future depending on Greyhound's requirements.

Council Member Elliott referred to a statement in the staff report regarding a \$2 million dollar savings and inquired how the City would be saving \$2 million by continuing with MV Transportation. Mr. Buchanan responded the proposal from MV came in at \$2 million less than the proposal from Storer Transportation.

Council Member Elliott asked with the increased activity anticipated at the Transit Station has the City considered how to address any nuisance activities that might arise. Mr. Buchanan responded the City has a higher level of activity at the Transit Station than was initially anticipated, but does not expect any issues with the additional service. Janet Thiessen, Chief of Police, stated the Police Department will address any nuisance activity that shows up in the downtown area.

In response to a question from Mayor Pro Tem Maciel regarding the number of daily visits by Greyhound and whether the City would be informed of the schedule, Mr.

Buchanan responded initially there would be one visit daily, although that could change. The City would be provided with a copy of Greyhound's schedule.

Council Member Rickman inquired whether MV or the City would be responsible for any vandalism or cleanup costs required at the Transit Station. Mr. Buchanan responded the costs would come from the Transit Fund as a routine maintenance item unless the City could prove who was responsible for the damage. MV occupies the dispatch area, an office and an employee lounge which staff also is able to access. Unless it could be determined who the guilty party was the City would be left with the bill.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adopt Resolution 2011-134 awarding a five-year Professional Services Agreement to MV Public Transportation, Inc., not to exceed \$827,871 in Fiscal Year 2011-12, for services relating to the City of Tracy's TRACER public transit system, authorize the Mayor to execute the agreement and authorize MV Transportation, Inc., to enter into a contract with Greyhound to provide Greyhound bus services at the Tracy Transit Station. Voice vote found all in favor; passed and so ordered.

4. APPROVE AMENDMENT NUMBER 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY UNIFIED SCHOOL DISTRICT PERTAINING TO THE WEST HIGH SCHOOL SWIMMING POOL AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY – Rod Buchanan, Director of Parks and Community Services, presented the staff report.

On February 6, 2007, the City entered into a Memorandum of Understanding (MOU) with the Tracy Unified School District (TUSD) pertaining to the construction, maintenance and operation of a 52-meter competitive swimming pool at West High School. The term of the MOU was set at 30 years. Included in the MOU were stipulations that the City would pay \$44,895 annually into a Capital Maintenance Fund (CMF) and TUSD would pay \$134,683 into a CMF. The CMF was established to accumulate the funds over 30 years which would be necessary to replace the pool and to fund major repairs that may be needed during the MOU period. To date, funds have been used on two occasions to make repairs to the pool or pool equipment.

The City and TUSD have a mutual interest to institute a two-year hiatus from the CMT obligation (*Section 6C of the MOU*). Representatives from both agencies believe there are ample monies in the CMT to cover any short term capital maintenance or repair needs. The balance through 6/30/11 would remain intact for its intended use, less any agreed upon expenses that have been, and will be, charged to the fund. At the present time, a total of \$718,309 is available in the fund, less any agreed upon expenses. Consequently, representatives of the two agencies have suggested suspending payments for a period of two years without impacting the ability to fund any capital maintenance and repair needs that might arise during that time. Amendments to the MOU require mutually written agreement by both parties. Specifically, Amendment 1 would suspend payment by both parties into the CMT for a period of two years from FY 2011-12 through FY2012-13. TUSD staff will seek approval for this item from the TUSD School Board.

As a result of this action, an additional \$44,895 will be available annually to the General Fund for the next two years.

Staff recommended that the Council approve Amendment 1 to the Memorandum of Understanding between the City of Tracy and the Tracy Unified School District pertaining to the West High School pool and authorize the Mayor to execute the amendment on behalf of the City.

Council Member Elliott stated that because the pool is relatively new additional maintenance is not anticipated. Mr. Buchanan stated that was correct. Council Member Elliott asked how much had been spent so far on maintenance. Mr. Buchanan responded a heat pass assembly had cost \$9,577, and repair to the pool sweeps had cost \$3,239. Council Member Elliot asked if the savings of \$44,000 had been accounted for in the budget for 2011-12. Mr. Buchanan stated the savings were included in the budget.

Mayor Ives asked if there was an automatic restart in 2013-14. Mr. Buchanan stated yes, unless it is agreed to by both agencies. The City Manager and the TUSD Superintendent can extend the hiatus for an additional three years.

Mayor Ives invited public comment.

George Riddle, 1950 Harvest Landing Lane, inquired as to the status of the swimming pool at Doctor Powers Park. Mr. Buchanan responded the pool is being maintained at a minimum level in case there is an opportunity to re-open it.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adopt Resolution 2011-135 approving Amendment 1 to the Memorandum of Understanding between the City of Tracy and the Tracy Unified School District pertaining to the West High School pool and authorize the Mayor to execute the amendment on behalf of the City. Voice vote found Council Members Abercrombie, Elliott, Rickman, and Mayor Pro Tem Maciel in favor; Mayor Ives opposed. Motion carried 4:1.

5. RECEIVE AN UPDATE ON PLANNED USE OF TRACY POLICE PERSONNEL TO ASSIST IN THE DARE CLASSROOM; AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$45,000 BETWEEN THE CITY OF TRACY AND THE TRACY UNIFIED SCHOOL DISTRICT TO PROVIDE 5TH GRADE DRUG ABUSE RESISTANCE EDUCATION (DARE) SERVICES FOR FISCAL YEAR 2011-2012 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT – Council Member Abercrombie recused himself from consideration of the item and left the dais. John Espinoza, Police Captain, presented the staff report.

The DARE program is taught to 5th grade students in classes within the school districts of Tracy Unified, Jefferson, Banta, New Jerusalem, and Lammersville, as well as three private schools. The cost to teach the program in all the aforementioned school districts is \$105,000; however, the Council has appropriated \$45,000 to be paid to the Tracy Unified School District (TUSD) for DARE classes taught in public schools within the City limits. The City's funds do not include compensation to instructors. The balance of DARE's operating expenses is covered by the DARE Advisory Board's fundraising efforts.

The DARE curriculum takes 10 weeks to complete and concludes with a DARE graduation ceremony where dignitaries are invited to participate and disperse various

awards to the students. Tracy police command staff members have attended every DARE graduation within the City limits during the current school year.

At the May 3, 2011 City Council meeting, the Council approved a Professional Services Agreement (PSA) with TUSD for the provision of DARE services with allowable expenses up to a maximum amount of \$45,000 for FY 2010-2011, payable to the TUSD. That payment has been made. A new PSA for FY 2011-12 to provide DARE services with allowable expenses up to a maximum amount of \$45,000 for FY 2011-12, payable to the TUSD, needs to be approved.

The Tracy City Council has stated it wants to see more Tracy Police Department (PD) involvement in the DARE program, beyond just supporting it through attending DARE graduations. The DARE Advisory Board has stated they are willing to invite the Tracy PD staff to present some aspects of the curriculum. Consequently, Police command staff has worked with the DARE Advisory Board on how to best use Tracy Police personnel in the program.

For the upcoming 2011-12 school year, Tracy PD sworn personnel will assist the trained DARE instructor in the presentation of some components of the DARE curriculum. With the understanding that some adaptations in how Tracy Police personnel will be used to maximize the educational value to the students, the initial idea is to use staff during the introduction meeting and the lesson on gangs, and have staff attend the graduation. In this way, DARE students will have an opportunity to interact with their assigned Tracy PD sworn personnel at least three times so a positive police to student relationship can be forged. The PD hopes the positive interaction with students in a non-enforcement setting will foster greater trust with police and serve as a preventative effort against criminal conduct rather than require an enforcement only contact.

Since the TUSD is on summer break no concrete schedule of classes or graduation dates can be set. Once the dates and times of classes are known, this information will be used by the PD to schedule Tracy police personnel to attend certain portions of the DARE program in fulfillment of its commitment to actively participate in the Tracy DARE program and to offer a unique Tracy PD perspective with gang information. The sworn Tracy Police personnel assigned will include representatives of the Command Staff, sergeants, detectives, patrol officers, Neighborhood Resources Officers and Gang Narcotics Enforcement detectives.

A subsequent report will be offered in January or February of 2012 which will include a mid-year assessment of the DARE program and an evaluation of how Tracy police officers are being used in the program and to which classes police personnel is assigned.

There is no immediate impact to the City's FY 2011-12 budget as \$45,000 has already been approved for the DARE program. The funds are placed in the Police Department's Operating Budget for payment to the TUSD. Every effort will be made to use on duty personnel to attend the DARE classes so overtime costs can be avoided.

Staff recommended that the City Council approve the Professional Services Agreement between the City of Tracy and the TUSD for an amount not to exceed \$45,000 for providing DARE services to 5th Grade students in public schools within the City limits for FY 2011-12 and authorize the Mayor to execute the Agreement.

Mayor Ives invited public comment.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adopt Resolution 2011-136 approving a Professional Services Agreement between the City of Tracy and the TUSD for an amount not to exceed \$45,000 for providing DARE services to 5th Grade students in public schools within the City limits for FY 2011-12 and authorize the Mayor to execute the Agreement. Voice vote found Council Members Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives in favor; Council Member Abercrombie absent. Motion carried 4:0:1. Council Member Abercrombie rejoined Council at the dais.

6. SECOND READING AND ADOPTION OF ORDINANCE 1161 AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTIONS 11-12.060 and 11-12.080 OF THE TRACY MUNICIPAL CODE REGARDING DELINQUENT ACCOUNTS AND ADVANCE DEPOSITS - Ordinance 1161 was introduced at the Council meeting held on June 21, 2011, to amend Sections 11-12.060 (Delinquent accounts), and 11-12.080 (Advance Deposits). The penalties and costs for delinquent accounts have not been updated since 1994. The advance deposit amount has not been updated since 2007. The proposed amendments to Sections 11-12.60 and 11-12.080, will update these fees to reflect current costs. Ordinance 1161 is before Council for a second reading and adoption.

The Assistant City Clerk read the title of proposed Ordinance 1161. It was moved by Council Member Abercrombie and seconded by Council Member Elliott to waive reading of the text. Voice vote found all in favor; passed and so ordered.

Mayor Ives invited public comment.

It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adopt Ordinance 1161. Roll call vote found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives in favor; passed and so ordered.

7. ITEMS FROM THE AUDIENCE – None.
8. STAFF ITEMS

A. Economic Development Update – Ursula Luna-Reynosa, Director of Economic Development, used a power point presentation to provide an update on economic development for 2010. The presentation included the following:

1. Background – Ms. Luna-Reynosa included statistics on 2010 foreclosures, building permits issued and valuation, new business license data, enterprise zone voucher statistics, demographic data, and data from the Employment Development Department. Ms. Luna Reynosa stated that when compared with other cities in the county (Escalon, Lathrop, Lodi, Manteca, Ripon and Stockton) Tracy had the lowest unemployment rate at 10.2%, as of May 2011. The unemployment rate for the county was 16.2%. Ms. Luna Reynosa also pointed out that sales tax had increased 6.3% from the fourth quarter of 2009 to the fourth quarter of 2010, the largest increase since the recession.

2. Accomplishments – This section reviewed economic development related accomplishments achieved by the City which included establishing the Downtown Tracy Community Benefit District; establishing the Brand Base and Communications Strategy; assisting DES with permit streamlining; the \$500 gift card program; Shop Local Get More campaign; Grow Tracy Fund; securing Macy's as an anchor tenant for the West Valley Mall, and the ESRI Business Analyst and GIS.

3. Future – Ms. Luna-Reynosa focused on economic development related efforts that are on the cusp of being realized and other efforts that are longer term aspirations. These included redesigning the City's website; approval of the WayFinding Sign System Phasing Plan; the E.D. Strategy; Downtown, including the Plaza, creation of the Grow Tracy Fund and the first loan to Barista's, a downtown business for their business expansion, and the fact that Cordes Ranch is moving forward.

Council Member Abercrombie stated he didn't see Gateway on the list. Ms. Luna-Reynosa stated they should be listed under accomplishments. Interest on the retail side continues and Ms. Luna Reynosa added she believed once Sutter breaks ground there will be more interest in the office side as well.

Mayor Ives invited public comment

Council accepted the update.

9. COUNCIL ITEMS - Council Member Rickman stated in October 2008 the Council adopted Resolution 2008-226, which incorporates Senate Bill (S.B.) 1137, which encompasses 2929.3 of the California Civil Code, as a tool for enforcing abatement of nuisances on vacant or foreclosed properties. Council Rickman asked how effective the Bill and the section has been in addressing foreclosed properties in Tracy, how many times, if any, it has been used to gain compliance, and, what additional resources are need to address the aforementioned problems. Council Member Rickman stated section 2929.3 does not apply to properties which are vacant prior to being foreclosed and asked if the City could come up with a remedy to abate nuisances created by vacant properties. Assistant City Attorney Sartor stated S.B. 1137 applies to properties that might be more rundown than other properties in a neighborhood by virtue of the foreclosure process, and allows for a heavier fine than the Government Code allows a City to impose. Mr. Sartor added as far as any Health and Safety Code violation or violation of the Tracy Municipal Code the City has a number of tools it can use to combat nuisance activities or rundown properties. Andrew Malik, Director of Development and Engineering Services, added that Ana Contreras, Code Enforcement Manager, had indicated that S.B. 1137 had been helpful in getting compliance. Ms. Contreras is working on an item which will be brought back to Council in 30-60 days. Council Member Rickman stated he was concerned with properties which are simply an eyesore and are affecting the value of other properties in the neighborhood. Mr. Sartor responded the City does not have an Aesthetic Code, and since the Code applies only to health and safety issues, there would be no violation. Council Member Rickman added his concern was with vacant homes which would eventually become foreclosure properties, not homes currently occupied. Mr. Sartor stated that would require a City Ordinance and would apply to all properties not just vacant properties. Mr. Sartor

suggested there is a possibility the City could regulate on a non-aesthetic basis and have it apply only to vacant homes.

A discussion item will be brought back to Council.

10. 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: 8:12 p.m.

The above agenda was posted at the Tracy City Hall on June 30, 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

August 2, 2011, 5:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 5:45 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 and Mayor Ives present; Mayor Pro Tem Maciel absent. Mayor Pro Tem Maciel arrived at 5:46 p.m.
3. ITEMS FROM THE AUDIENCE - None
4. CLOSED SESSION -
 - A. Personnel Matter (Gov. Code, section 54957)
 - Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or DismissalPosition Title: City Manager
 - B. Labor Negotiations (Gov. Code, section 54957.6)
 - Unrepresented Employee: City ManagerCity's designated representative(s): An individual City Council Member or a subcommittee of the City Council
 - C. 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)
5. MOTION TO RECESS TO CLOSED SESSION – Council Member Abercrombie motioned to recess the meeting to closed session at 5:46 p.m. Council Member Elliott seconded the motion. Voice vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – Mayor Ives reconvened the meeting into open session at 6:38 p.m.
7. REPORT OF FINAL ACTION – None.
8. ADJOURNMENT – Council Member Abercrombie moved to adjourn the meeting. Council Member Elliott seconded the motion. Voice vote found all in favor; passed and so ordered. Time: 6:38 p.m.

The agenda was posted at City Hall on July 28, 2011. The above are summary minutes.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

**ACCEPTANCE OF THE JOHN JONES WATER TREATMENT PLANT (JJWTP)
BURIED PIPING CORROSION PROTECTION PROJECT - CIP 75103, COMPLETED
BY PREMIER CATHODIC PROTECTION, INC., OF LANGLEY, WASHINGTON, AND
AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION**

EXECUTIVE SUMMARY

The contractor has completed construction of the cathodic protection systems for the underground piping system at the JJWTP - CIP 75103, 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 February 15, 2011, City Council awarded a construction contract to Premier Cathodic Protection Inc., of Langley, Washington, for the Buried Piping Corrosion Protection Project at the JJWTP - CIP 75103, in the amount of \$145,291.37.

The scope of work included installation of impressed current and galvanic anode cathodic protection systems for the underground piping system at the JJWTP. Project components included rectifiers, deep well anode ground beds, galvanic anodes, test stations, and all accessories and appurtenances required for a complete system. The project plans and specifications were prepared by CORRPRO Companies, Inc. of San Leandro, California.

No change orders were issued for this project. Status of budget and project costs is as follows:

A. Construction Contract Amount	\$145,291.37
C. Design, construction management, inspection, Testing, & miscellaneous expenses	\$ 32,861.00
D. Project Management Charges	<u>\$ 27,354.00</u>
Total Project Costs	\$205,506.37
 Budgeted Amount	 \$327,000.00

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

STRATEGIC PLAN

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

FISCAL IMPACT

CIP 75103 is an approved Capital Improvement Projects with sufficient funding and there will be no fiscal impact to the General Fund. All remaining funds will be transferred back into the City's water enterprise fund.

RECOMMENDATION

That City Council by resolution accept The John Jones Water Treatment Plant (JJWTP) Buried Piping Corrosion Protection Project - CIP 75103, completed by Premier Cathodic Protection Inc., of Langley, Washington, 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 2011- _____

ACCEPTING THE JOHN JONES WATER TREATMENT PLANT (JJWTP) BURIED PIPING
CORROSION PROTECTION PROJECT - CIP 75103, COMPLETED BY PREMIER
CATHODIC PROTECTION, INC., OF LANGLEY, WASHINGTON, AND AUTHORIZING
THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

WHEREAS, On February 15, 2011, City Council awarded a construction contract to Premier Cathodic Protection Inc., of Langley, Washington, for the Buried Piping Corrosion Protection Project at the JJWTP - CIP 75103, and

WHEREAS, No change orders were issued for this project, and

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

Construction Contract Amount	\$145,291.37
Design, construction management, inspection, Testing, & miscellaneous expenses	\$ 32,861.00
Project Management Charges	<u>\$ 27,354.00</u>
Total Project Costs	\$205,506.37
 Budgeted Amount	 \$327,000.00

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

WHEREAS, CIP 75103 is an approved Capital Improvement Projects with sufficient funding and there will be no fiscal impact to the General Fund. All remaining funds will be transferred back into the City's water enterprise fund;

NOW, THEREFORE, BE IT RESOLVED that City Council accepts The John Jones Water Treatment Plant (JJWTP) Buried Piping Corrosion Protection Project - CIP 75103, completed by Premier Cathodic Protection Inc., of Langley, Washington, 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 the Tracy City Council on the 6th day of September, 2011 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

September 6, 2011

AGENDA ITEM 1.C

REQUEST

AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$430,115 FOR THE PLAYGROUND RENOVATION PROJECT - CIP 78127, 78122, 78118, 78106 & 78063 TO MCNABB CONSTRUCTION, INC., OF LAFAYETTE, CALIFORNIA, APPROVE AMENDMENT 3 TO TANAKA DESIGN GROUP TO PROVIDE DESIGN SUPPORT SERVICES DURING CONSTRUCTION, AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

EXECUTIVE SUMMARY

Award of this construction contract will facilitate construction of improvements to seven playground areas to meet minimum standards of the Americans with Disabilities Act (ADA) and provide installation of playground equipments, playground ADA access, playground resilient surface, and benches at six parks.

DISCUSSION

In 2005, a study was conducted to identify parks that require playground improvements/replacement. A total of twelve parks were identified needing these improvements. The improvements involve ADA improvements and the removal and replacement of playground equipment. Completion of the project was scheduled in two phases. In 2009, five parks were renovated and five playground areas were replaced with new play equipment as part of phase I of this project. Phase II involves renovation and replacement of playground equipment for the remaining seven parks. In addition, Dr. Powers Park is also added to this project due to existing deteriorating conditions of the playground equipment. The six parks in this phase of the project have funds available from the Landscape and Maintenance District (LMD) funds, general, and development funds.

The project plans and specifications were prepared by Tanaka Design Group of San Francisco, California. The project scope includes reconstruction of eight play areas and installation of ADA ramps, benches, and resilient surfaces and play area cover. The scope of work also includes replacement of existing concrete curbs and concrete work in the immediate vicinity of the play areas to satisfy current ADA standards.

In order to make use of the lowest bid prices due to a slow down in the construction industry, the bid document was divided into a base bid and four additive bid items. This will give the City the flexibility to award the construction contract based on the base bid with or without the additive bids, depending upon the bid amounts and availability of funds. The base bid included the renovation of five play areas at four parks: Dr. Powers Park, and Dorothy Zanussi Park (north play area, 5 to 12 age group), and (south play area, up to five age group), Mt. Diablo Park, and Mt. Oso Park. The additive bid items included renovation of play areas at Kit Fox Park, George Kelly Park, Valley Oak Park and Golden Spike Park.

The project was advertised for competitive bids on June 20 and June 27, 2011, and the following three bids were received and publicly opened on July 12, 2011:

Contractor	Base Bid	Additive Bids				Base Bid and Additives 1 & 2
		Kit Fox Park A(2)	George Kelly Park A(3)	Valley Oak Park A(1)	Golden Spike Park A(4)	
McNabb Construction, Inc.	\$289,240	\$80,937.50	\$59,937.50	\$66,937.50	\$52,937.50	\$430,115
Community Playgrounds	\$323,000	\$92,645	\$72,971	\$85,012	\$65,779	\$488,616
Elite Landscaping, Inc.	\$532,000	\$125,000	\$110,000	\$120,000	\$101,000	\$767,000

McNabb Construction, Inc., is the lowest monetary bidder. Bid analysis indicates the bid is "responsive" and the bidder is "responsible". McNabb Construction, Inc., has good references and has completed similar projects for other agencies.

Based on available funds and consultation with the departments of Public Works, Parks and Community Services, and Development and Engineering Services, it is recommended that the base bid and Additives A2 and A3 be awarded to McNabb Construction, Inc., of Lafayette, California, for \$430,115. Improvements at Valley Oak Park and Golden Spike Park will be completed under a separate project when sufficient funding is available. The total construction cost of this project if awarded to McNabb Construction, Inc., as recommended is as follows:

Construction Bid	\$430,115
Construction management, testing, and Inspection (8%)	\$34,400
Design Support during construction (2%)	\$8,600
Contingency (10%)	\$43,015
City-wide project Management (150% of Construction Management & Design Support)	<u>\$64,500</u>
Total Construction Cost	\$580,530

If the project is awarded to McNabb Construction, Inc., construction of the project will commence in mid October 2011, with completion expected in mid February 2011. It is necessary to retain the services of the project design consultant to provide design support during construction to address design related issues and resolve conflicts due to unforeseen conditions.

FISCAL IMPACT

There is approximately \$585,000 in General Projects (F301) and LMD (F271) currently available in CIPs 78127, 78122, 78118, 78106 & 78063 to cover the design and construction cost of this project. These are approved CIP projects in the FY 09/10

budget. Award of this project for construction will not have any additional impact on the General Fund.

RECOMMENDATION

That City Council, by resolution, award a construction contract to McNabb Construction, Inc., of Lafayette, California, in the amount of \$430,115, for the Playground Renovation Project (Phase II) at six City parks (CIP 78127, 78122, 78118, 78106 & 78063), approve Amendment 3 to the Professional Services Agreement with Tanaka Design Group, and authorize the Mayor to execute the construction contract and Amendment 3.

Prepared by: Khoder Baydoun, Associate Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

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

RESOLUTION 2011- _____

AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$430,115 FOR THE PLAYGROUND RENOVATION PROJECT - CIP 78127, 78122, 78118, 78106 & 78063 TO MCNABB CONSTRUCTION, INC., OF LAFAYETTE, CALIFORNIA, APPROVING AMENDMENT 3 TO TANAKA DESIGN GROUP TO PROVIDE DESIGN SUPPORT SERVICES DURING CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, In 2005, a study was conducted to identify parks that require playground improvements/replacement, and

WHEREAS, In 2009, five parks were renovated and five playground areas were replaced with new play equipment as part of phase I, and

WHEREAS, Phase II involves renovation and replacement of playground equipment for the remaining seven parks, and

WHEREAS, The project was advertised for competitive bids on June 20 and June 27, 2011, and three bids were received and publicly opened on July 12, 2011, and

WHEREAS, McNabb Construction, Inc., is the lowest monetary bidder; bid analysis indicates the bid is "responsive" and the bidder is "responsible", and

WHEREAS, Based on available funds and consultation with the departments of Public Works, Parks and Community Services, and Development and Engineering Services, it is recommended that the base bid and Additives 1 and 2 be awarded to McNabb Construction, Inc., of Lafayette, California, for \$430,115, and

WHEREAS, The total construction cost of this project if awarded to McNabb Construction, Inc., as recommended is as follows:

Construction Bid	\$430,115
Construction management, testing, and Inspection (8%)	\$34,400
Design Support during construction (2%)	\$8,600
Contingency (10%)	\$43,015
City-wide project Management (150% of Construction Management & Design Support)	<u>\$64,500</u>
Total Construction Cost	\$580,530

WHEREAS, There is approximately \$585,000 in General Projects (F301) and LMD (F271) currently available in CIPs 78127, 78122, 78118, 78106 & 78063 to cover the design and construction cost of this project. These are approved CIP projects in the FY 09/10 budget. Award of this project for construction will not have any additional impact on the General Fund.

NOW, THEREFORE, BE IT RESOLVED, That City Council awards a construction contract to McNabb Construction, Inc., of Lafayette, California, in the amount of \$430,115, for

the Playground Renovation Project (Phase II) at six City parks (CIP 78127, 78122, 78118, 78106 & 78063), approves Amendment 3 to the Professional Services Agreement with Tanaka Design Group, and authorizes the Mayor to execute the construction contract and Amendment 3.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 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

APPROVAL OF AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH VARIOUS CONSULTANTS FOR ADDITIONAL SERVICES REQUIRED TO COMPLETE THE CITY'S INFRASTRUCTURE MASTER PLANS

EXECUTIVE SUMMARY

Approval of amendments to the existing Professional Services Agreements (PSA's) with various consultants are needed to provide additional services to complete the Infrastructure Master Plans for new development areas within the City's Sphere of Influence to address specific design and technical issues. The cost of the PSA's and amendments will be paid from the original "deposit" secured from the development community.

DISCUSSION

On September 15, 2009, City Council approved Professional Services Agreements (PSA's) with various consultants to provide services for completion of the City's Infrastructure Master Plans for development of new areas within the City's Sphere of Influence. The Sphere of Influence represents approximately 9,000 acres of area collectively for the next phase of development of industrial, commercial, and residential properties. The Master Plans include Roadways, Water, Wastewater, Storm Drainage, Parks, Public Safety, Public Facilities, and Environment. The PSA's for Parks, Public Facilities, and Public Safety Master Plans were approved by City Council on March 16, 2010. Due to the complexity of the Master Plans and the need for extensive coordination efforts within the development community, a PSA was executed on August 27, 2008, to provide project management services. The selection of consultants were based on the qualifications based selection process completed by soliciting requests for proposals from various consultants and posting on the City's web site.

Professional Services Agreements were executed with the following consultants toward completion of the Infrastructure Master Plans:

<u>Infrastructure Services</u>	<u>Consultant</u>
Roadways & Transportation	RBF Consulting
Wastewater	CH2M Hill
Water	West Yost
Storm Drainage	Stantec Consulting
Project Management	Harris & Associates
Parks	MIG Consultants
Public Facilities	Indigo/Hammond & Playle
Public Safety	Indigo/Hammond & Playle

The consultants, development community, and the City have been working together to complete these infrastructure master plans. Numerous analyses were completed and

various meetings were held with the development community during all phases of work for these master plans. Professional Services Agreements with RBF Consulting, West Yost Associates and Harris & Associates were amended to provide additional services to resolve issues varying from generation rates to design criteria and specific technical issues.

While a majority of the main policy issues have been resolved and major analysis completed, there are still some areas where additional services are needed from consultants to address various concerns from the development community, to complete the technical analysis, and to finalize the Master Plans. Proposals were solicited from the following consultants for additional services. After careful review and coordination with the development community, the additional costs of services were negotiated as follows:

<u>Consultant</u>	<u>Services</u>	<u>Amount</u>
RBF Consulting Amendment 2 to PSA for Roadway Master Plan	Roads	\$31,690
West Yost Associates Amendment 3 to MPSA for Water Master Plan	Water	\$22,000
CH2MHill Amendment 1 to PSA for Wastewater Master Plan	Wastewater	\$42,614
Stantec Consulting Amendment 1 to PSA SC-09-2	Storm	\$38,300
Harris & Associates Amendment 2 to TO 4 to MPSA HA07-01	Project Mgmt	\$36,400

Sufficient funding is available to pay for the above services from the contingency portion of the original deposits received from the development community toward completion of the Infrastructure Master Plans.

STRATEGIC PLAN

This agenda item meets the Council's adopted Economic Development Strategy with the following goal:

- o Ensure the physical infrastructure and systems necessary for development

FISCAL IMPACT

There is no impact to the General Fund. The cost of additional services will be paid from the original deposit secured from the development community.

RECOMMENDATION

That City Council approve amendments to Professional Services Agreements with various consultants for additional services required to complete the City's Infrastructure Master Plans.

Prepared by: Kuldeep Sharma, City Engineer

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

**CITY OF TRACY
AMENDMENT NO. 3 TO
MASTER PROFESSIONAL SERVICES AGREEMENT FOR
WATER MASTER PLAN FOR THE INFRASTRUCTURE MASTER PLAN PROJECT**

This Amendment No. 3 (hereinafter "Amendment") to the "MPSA to the Water Master Plan for the Infrastructure Master Plan Project" is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and **West Yost Associates, a California Corporation** (hereinafter "CONSULTANT").

RECITALS

- A.** The City and West Yost Associates entered into a Master Professional Services Agreement (hereinafter "Agreement") for the Water Master Plan which was approved by the City Council on September 15, 2009, pursuant to Resolution No. 2009-181.
- B.** West Yost will perform a re-evaluation of the City's proposed recycled water system to support Tracy Hills representatives request that Tracy Hills no longer be required to collect, convey, treat, and dispose of all wastewater flows generated by the proposed Tracy Hills Project at a separate, stand-alone wastewater facility serving only the Tracy Hills Project. Instead, Tracy Hills has requested that all wastewater flows generated by the Tracy Hills Project be conveyed to the City's existing wastewater treatment facility located at Holly Drive for treatment and reuse or disposal. This proposed additional work effort is currently beyond West Yost's original Scope of Work.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. Terms of Amendment.** Section 1, "Scope of Services" is amended to conduct a re-evaluation of the recycled water system based on the revised City planning criteria that Tracy Hills wastewater will be conveyed and treated at the City's existing wastewater treatment facility located at Holly Drive. No other hydraulic analysis will be performed as part of this amendment, and Section 5, "Compensation", is amended to add **\$22,000** to the contract amount for a total Not To Exceed Amount of \$497,000.
- 3. Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.

CITY OF TRACY
Amendment No. 3 to MPSA
Water Master Plan
Page 2 of 4

5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the City. This Amendment 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.

CITY OF TRACY

West Yost Associates

By: _____
Brent H. Ives
Title: Mayor
Date: _____

By: Steve Dalrymple
Steve Dalrymple
Title: President
Date: 8/23/11

Attest:

By: _____
Sandra Edwards
Title: City Clerk
Date: _____

By: John D. Goodwin
John D. Goodwin
Title: Vice President
Date: 8-23-11

Approved as to form

By: _____
Daniel G. Sodergren
Title: City Attorney
Date: _____

SCOPE OF SERVICES

Tracy Hills representatives have requested that the Tracy Hills Project no longer be required to build or participate in a separate wastewater treatment facility (WWTF), which would serve only the proposed Tracy Hills Project (which is the current planning criteria used in the draft Water Master Plan). Instead, Tracy Hills representatives have requested that all wastewater generated by the Tracy Hills Project be conveyed to the City's existing WWTF located at Holly Drive for treatment, reuse or disposal. This major change in the location of where Tracy Hill's wastewater is treated has a major impact on the City's planned recycled water system pipeline sizing; and facility, storage and conveyance locations; and will require a major hydraulic re-evaluation of the City's proposed recycled water system.

Under the revised plan, all wastewater flows from Tracy Hills would be conveyed to the City's Holly Drive wastewater treatment plant for treatment and discharge or reuse. This revised plan would eliminate the need for a separate wastewater treatment plant and the seasonal storage of secondary effluent at Tracy Hills. The proposed capacity of the City recycled water treatment, storage, pumps and piping would need to be increased to accommodate the Tracy Hills wastewater flow and recycled water demand.

One issue that will arise is incorporating the proposed Tracy Hills recycled water pressure zones into the City's proposed pressure zone system. At this time, the Tracy Hills pressure zones slightly overlap the City's proposed recycled water pressure zones. To simplify the analysis, West Yost will assume that there will be no changes to the proposed Tracy Hills recycled water pressure zones (elevation service bands) and that the piping and booster pump capacity within Tracy Hills remains the same as previously recommended. Water from the City's Main Recycled Water Transmission/Distribution System will be conveyed to the Tracy Hills diurnal storage tank. The Tracy Hills booster pumps and distribution system would remain as currently shown. The City's small Zone C booster station (which operates at a lower head than the proposed Tracy Hills Zone C booster pump) would also remain where currently shown, at the Zone B/C boundary.

As documented in the existing draft Chapter 9, it is assumed that flows will be delivered to recycled water customers over an 8-hour period and all pump stations and piping will be sized to convey recycled water at that flow rate.

West Yost will update the Recycled Water Distribution hydraulic computer model to match the revised planning criteria. Updating the model will require removal of the Tracy Hills Seasonal Storage Ponds and return pump station, extending the Main Transmission/Distribution System pipeline to the Tracy Hills diurnal storage tank(s), re-calculating the correct capacity of all the booster pump stations, and re-sizing the transmission and distribution system pipelines.

Using the updated Recycled Water Distribution System Model, West Yost will update the draft Chapter 9 and the cost estimates in Chapter 10 to present the proposed recycled water distribution system under the revised planning criteria. Electronic copies

CITY OF TRACY
Amendment No. 3 to MPSA
Water Master Plan
Page 4 of 4

of the revised Chapter 9 and Chapter 10 will be provided to the City for review and comment. Following receipt of City comments, West Yost will address the comments and incorporate the necessary changes into the draft Water Master Plan. These system re-evaluations will also be used to recalculate the corresponding recycled water system AB1600 cost estimates. Later Water Master Plan chapters and technical memoranda will incorporate the new planning criteria. This re-work will be completed within six weeks of West Yost's receipt of written notification to proceed and approval of the requested budget augmentation from the City.

**CITY OF TRACY
AMENDMENT NO. 2 TO
TASK ORDER NO. 4 TO
MASTER PROFESSIONAL SERVICES AGREEMENT HA07-01
MANAGEMENT OF INFRASTRUCTURE MASTER PLANS**

THIS Amendment No. 2 (herein after "Amendment") to Task Order No. 4 and MPSA HA07-01 is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and **Harris & Associates, Inc.**, a California Corporation, hereinafter ("CONSULTANT").

RECITALS

- A. CONSULTANT services are needed to continue assisting the CITY in coordinating, managing and providing technical assistance in the preparation of Infrastructure Master Plans in the City's sphere of influence (SOI).
- B. In August 2008, the CITY entered into Task Order No. 4 with the CONSULTANT to provide services for technical assistance and to manage the preparation of the City's Infrastructure Master Plans.
- C. The existing Task Order was amended in January 2011 to continue providing these services due to continued coordination with the developers. Services of consultant need to be extended to complete this task.
- D. At the request of the CITY, in November 2010, 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 for in this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INCORPORATION OF MASTER AGREEMENT.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Master Agreement and Task Order No. 4 for this project, unless specifically modified by this Amendment.
- 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."

**CITY OF TRACY –AMENDMENT NO. 2 TO TASK ORDER NO. 4
MANAGEMENT OF INFRASTRUCTURE MASTER PLANS
Page 2 of 5**

4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Amendment, 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 **\$36,400**.
5. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY. This Amendment 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
Harris & Associates

By: Brent H. Ives
Title: Mayor
Date: _____

Attest:

By: Sandra Edwards
Title: City Clerk
Date: _____

Approved As To Form:

By: Daniel G. Sodergren
Title: City Attorney
Date: _____

By: Robert Guetz
Title: Vice President
Date: 8/24/2011
Fed. Employer ID No. 2385238

By: ~~Lisa Larrabee~~ Gary S. Wain
Title: Chief Financial Officer
Date: 8/24/11

EXHIBIT 'A'

SCOPE OF SERVICES

SCOPE OF SERVICES

Management of Technical Consultants and Technical Support Services

Management and technical support services included in this Amendment include the coordination and management of the finalization of seven (7) Infrastructure Master Plans to serve the development areas within the City's sphere of influence consistent with the City's new General Plan. The development areas include the City's existing core area and development areas on the east, west, north and south sides of the City. It is consistent with the Planning Areas described in the "Infrastructure Master Plan Processing Agreement" approved by the City Council on September 15, 2009.

The seven (7) Infrastructure Master Plans include:

- Water System Master Plan
- Wastewater Master Plan
- Transportation Master Plan
- Storm Drainage Master Plan
- Park & Recreation Master Plan
- Public Safety Master Plan
- Public Facilities Master Plan

The scope of services in this Amendment include:

- Manage and oversee the six (6) Master Plan consultants including:
 - West Yost Associates - Water System Master Plan
 - CH2M Hill - Wastewater Master Plan
 - RBF - Transportation Master Plan
 - Stantec - Storm Drainage Master Plan
 - MIG - Park & Recreation Master Plan
 - Indigo - Public Safety & Public Facilities Master Plans
- Provide technical review of all technical studies, memorandums and chapters submitted by the master plan consultants
- Coordinate the preparation of the first draft, final draft and Final Master Plan documents

**CITY OF TRACY –AMENDMENT NO. 2 TO TASK ORDER NO. 4
MANAGEMENT OF INFRASTRUCTURE MASTER PLANS
Page 4 of 5**

- Monitor and update the Master Plan Schedule for submittals and completion of the master plans
- Coordinate the technical review of the master plans with City staff and the development community, particularly the participants of the IMPPA and their technical representatives
- Respond to comments from the development community.
- Coordinate the master plans with the City's EIR consultant, RBF
- Organize and attend technical meetings with the 6 master plans consultants and City staff
- Prepare and monitor "action items" from technical meetings
- Prepare and distribute quarterly reports to the City
- Assist the City in preparation of staff reports and make presentations at City Council as requested by the City
- Prepare a "Fee Summary Spreadsheet" based on the initial fee calculations prepared by the master plan consultants for the seven (7) Infrastructure Master Plans

Finance and Implementation Plan

The preparation of the FIP is not included in this Amendment. It will be part of a future agreement with Harris & Associates.

Completion of the Scope of Services

CONSULTANT shall provide the scope of services as defined in Exhibit 'A' on a time and materials basis in accordance with the attached hourly rates for an estimated 190 hours not to exceed the amount of \$36,400. *Not all tasks listed above will be completed within the allotted time for this project. It is assumed that these services will be completed by February 1, 2012.*

PROJECT PERSONNEL

CONSULTANT shall assign the following person/persons to perform the tasks set forth in this agreement:

Project Director:	Bob Guletz, P.E.
Project Manager:	Alison Bouley, P.E.
Project Engineer:	Janine Mains, EIT

EXHIBIT B

RANGE OF HOURLY RATES:
 ALL EMPLOYEES

Effective January 1 – December 31, 2011

ENGINEERING DESIGN AND
 MUNICIPAL SERVICES GROUPS

HOURLY RATE

Project Directors	\$190-260
Project Managers	150-260
Project Engineers	125-195
Technical Support	75-130
Administration	65-95

CONSTRUCTION / PROGRAM MANAGEMENT

HOURLY RATE

Project Directors	\$190-260
Project Managers	150-260
Construction Managers	125-200
Resident Engineers	150-200
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors *	100-160
Technicians	90-160
Administration	65-95

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2012 and on the 1st of January every year thereafter. Unless otherwise indicated in the cost proposal, hourly rates include most indirect costs, such as equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

* Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

**CITY OF TRACY
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS
ROADWAY & TRANSPORTATION MASTER PLAN ANALYSIS**

This Amendment No. 2 (hereinafter "Amendment") to the Professional Services Agreement is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "CITY"), and RBF Consulting (hereinafter "CONSULTANT").

RECITALS

- A. The CITY and CONSULTANT entered into Professional Services Agreement (hereinafter "Agreement") for the Roadway and Transportation Master Plan which was approved by the City Council on September 15, 2009, pursuant to Resolution No. 2009-181.
- B. Additional services from CONSULTANT are required to complete the project.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement that are not specifically modified by this Amendment shall remain in full force and effect.
2. **Terms of Amendment.** Section 1, "Scope of Services" of the Agreement is amended to provide additional technical analysis as described in detail under RECITAL A and Section 5, "Compensation", is amended to add **THIRTY ONE THOUSAND SIX HUNDRED AND NINETY DOLLARS (\$31,690)** to the contract amount.
3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY. This Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

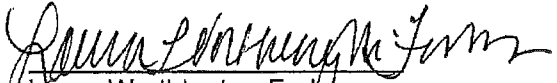
CITY OF TRACY
AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
Roadway & Transportation Master Plan Analysis
[70-100226]
Page 2 of 4

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

CITY OF TRACY


CONSULTANT

By: _____
Brent H. Ives
Title: MAYOR
Date: _____

By: 
Laura Worthington-Forbes
Title: Senior Vice President
Date: 08-23-11

Attest:

By: _____
Sandra Edwards
Title: CITY CLERK
Date: _____

By: 
Douglas J. Frost
Title: Executive Vice President & CFO
Date: 8.23.11

Approved as to form

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



CONSULTANT CONTRACT AMENDMENT REQUEST FORM

Date: July 7, 2011

Original Agreement Date: September 15, 2009

Consultant: RBF Consulting and Fehr and Peers

Project: City of Tracy Transportation Master Plan (TMP)

Amendment No.: 02

The undersigned hereby amend the Agreement between the City of Tracy and RBF Consulting for the reasons in the manner indicated below:

Brief Description of Amendment:

RBF submitted the March 2011 Final Draft Transportation Master Plan and have incorporated comments from the developers and the City. After the submittal, additional comments were received from Cordes Ranch (Tier 2 comments) and City staff. The consultant team reviewed the TMP for CEQA compliance, which overlaps with other infrastructure plans, and which was not previously perceived as a concern for the TMP. This change resulted in the omission of 2035 as a horizon year and the entire document text and graphics had to be updated. Additionally, the context of the document had to be altered to have a buildout compliance that would accommodate Tier 2 applications and review. The following additional work tasks were required and requested by City staff after submittal of the Final Draft Transportation Master Plan.

Preparation of a frontage policy and associated exhibit for inclusion in the TMP. The section will discuss the City's and Developer's responsibility in constructing new roadways per the Transportation Master Plan. The various options for this frontage policy was tested financially, which required the roadway segments to be developed in a manner that could accommodate reduced cross section calculations for this frontage policy.

Additional review and response to comments requested from Fehr and Peers regarding the land use assumptions in the travel demand model. Both RBF and Fehr and Peers reviewed the land use tables and the assumptions for the travel demand model and identified the reason why the transportation tables were slightly different when compared to the other Master Plan tables. The land use acreage and units/employment assumed in the model also needed to be confirmed for input into the traffic impact fee calculations.

Review of Cordes Ranch comments on the March 2011 Administrative Draft Transportation Master Plan. Preparation of response to comments memorandum.

Two additional rounds of revisions to the Administrative Draft Transportation Master Plan. The Administrative Draft Transportation Master Plan document and exhibits will be updated to incorporate City staff and other consultant review comments.

Requested attendance at two additional meetings by RBF staff to discuss CEQA related issues and the analysis of the buildout scenario. This task includes time for meeting preparation and meeting attendance with developers (two meetings), Traffic Commission, (one meeting) and City Council (one meeting).

#	Task	Fee
1	Frontage Policy Memorandum	\$ 2,860.00
2	Fehr and Peers Response to Comments/Review of Model Land Use	\$ 3,330.00
3	Review and Prepare response to Cordes Ranch letter	\$ 2,300.00
4	Revisions to Final Draft Draft Transportation Master Plan	\$ 12,900.00
4	Additional revision based on comments from Developers and City, Printing	\$ 5,000.00
5	Additional meetings five meetings and preparation)	\$ 5,300.00
	Sub-Total	\$ 31,690.00
	Total Additional Budget Request	\$ 31,690.00

Reason for Amendment:

Services to be provided outside of the original scope of services and Tier 2 response to comments.

Cost Adjustment: \$31,690.00

Time/Schedule Adjustment: None

Revised Deliverables: Revised Transportation Master Plan, additional memorandums, and meetings

ACTION:

Initiated by (Project Manager): Frederik Venter

Date: July 7, 2011

Recommended for approval by Harris:

Date:

Approved by City of Tracy:

Date:

Council Action Required: Y or N

Date:

**CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT SC-09-2**

This Amendment No. 1 (hereinafter "Amendment") to the Professional Services Agreement for the Citywide Storm Drainage Master Plan is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES INC. (hereinafter "CONSULTANT").

RECITALS

- A. CITY and CONSULTANT entered into Professional Services Agreement SC-09-2 (hereinafter "Agreement") for the Citywide Storm Drainage Master Plan which was approved by the City Council on September 15, 2009, pursuant to Resolution No. 2009-181.
- B. CONSULTANT will provide additional storm drainage facility technical analyses, hydrologic modeling, cost estimating, impact fee analyses, coordination and exhibit preparation and submit a Revised Final version of the Citywide Storm Drainage Master Plan to the City that reflects selected changes and additions to the Final Citywide Storm Drainage Master Plan submitted to the CITY in December 2010.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement that are not specifically modified by this Amendment shall remain in full force and effect.
- 2. **Terms of Amendment.** Section 1, "Scope of Services" of the Agreement is amended to provide additional services described in Exhibit "A" of this Amendment attached hereto and incorporated herein by reference. Section 5, "Compensation", of the Agreement is amended to add **THIRTY EIGHT THOUSAND THREE HUNDRED DOLLARS (\$38,300.00)** to the Not-to-Exceed amount of the Agreement of **\$425,000** for a total Not To Exceed Amount of **\$463,300**. For services performed by CONSULTANT in accordance with this Amendment, CITY shall pay CONSULTANT on a time and expenses basis, at the billing rates set forth in Exhibit "B" of this Amendment and in consideration of the total Not-to-Exceed Amount.
- 3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.

**CITY OF TRACY
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT SC-09-2
CITYWIDE STORM DRAINAGE MASTER PLAN
Page 2 of 5**


5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY. This Amendment 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.

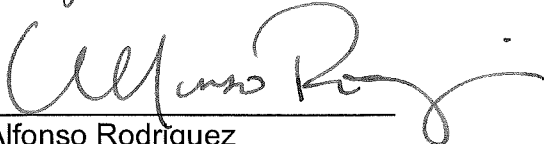
CITY OF TRACY

CONSULTANT

By: _____
Brent H. Ives
Title: MAYOR
Date: _____

By:  _____
Todd Rhoads
Title: Vice President
Date: August 16, 2011

Attest:
By: _____
Sandra Edwards
Title: CITY CLERK
Date: _____

By:  _____
Alfonso Rodriguez
Title: Vice President
Date: AUGUST 5, 2011

Approved as to form

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

Citywide Storm Drainage Master Plan – Amendment No. 1

EXHIBIT “A” SCOPE OF SERVICES

I. PROJECT DESCRIPTION. CONSULTANT will provide additional storm drainage facility technical analyses, hydrologic modeling, cost estimating, impact fee analyses, coordination and exhibit preparation and submit a Revised Final version of the Citywide Storm Drainage Master Plan to the City that reflects selected changes and additions to the Final Citywide Storm Drainage Master Plan submitted to the CITY in December 2010 as described in this Scope of Services.

II. SCOPE OF SERVICES. The CONSULTANT will perform the following tasks as a part of performing the Scope of Services for this Amendment No. 1:

Task 1 – Revise Master Plan Storm Drainage Infrastructure

The CONSULTANT will make minor revisions to components of master plan storm drainage infrastructure represented in the Final Citywide Storm Drainage Master Plan in the Westside Channel Watershed and the Eastside Channel Watershed. These minor revisions will include the following:

- Elimination of DET 65 and related local storm drain upgrades.
- Addition of DET LOWELL on the south side of Lowell Avenue roughly ½ mile east of Corral Hollow Road.
- Elimination of the 12” SD outfall for DET ROCHA that was proposed to connect to a storm drain system within an existing subdivision to the north and addition of a different outfall for DET ROCHA that will extend north along MacArthur Drive.

Task 2 – Hydrologic Modeling

The CONSULTANT will incorporate the changes to master plan storm drainage infrastructure from Task 1 into the HEC-HMS hydrologic models for the Westside Channel Watershed and the Eastside Channel Watershed.

Task 3 – Hydraulic Analysis

The CONSULTANT will revise the HGL analyses performed for the existing Grant Line Road storm drain between its discharge to the WSID Main Drain at Lammers Road and Tracy Blvd. to the east, the existing Corral Hollow Road storm drain from Grant Line Road south to Lowell Avenue, and the existing Lowell Avenue storm drain from Corral Hollow Road east to Lincoln Blvd. to reflect changes in discharges resulting from the changes in master plan storm drainage infrastructure (Task 1).

CITY OF TRACY
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT SC-09-2
CITYWIDE STORM DRAINAGE MASTER PLAN
Page 4 of 5

Task 4 – Add a Section Regarding Fee Programs

The CONSULTANT will incorporate a new section into the master plan document that identifies areas within the Sphere of Influence for which impact fee programs either exist or are proposed.

There will be a single impact fee program that will apply to the entire Lammers Watershed and a single impact fee program that will apply to the entire Mountain House Watershed.

Within the Westside Channel Watershed and the Eastside Channel Watershed there are several areas (sub-basins) having existing impact fee programs and several areas (sub-basins) that have not had impact fee programs established for them. The CONSULTANT will create logical groupings of properties (sub-basins) where impact fee programs currently do not exist and for which new impact fees will be established as a part of Task 6 of this Amendment No. 1. The CONSULTANT will also incorporate the Rocha Property (located on the west side of MacArthur Drive south of Schulte Road) into the previously defined South MacArthur Sub-basin.

The new section of the master plan document will include a listing of the existing and proposed impact fee program areas and will include a map that delineates the boundaries of each.

Task 5 – Revised Final Storm Drainage Master Plan

The CONSULTANT will prepare and submit a Revised Final Storm Drainage Master Plan to the CITY that incorporates all changes resulting from the completion of Tasks 1 through 4 (report text, exhibits, infrastructure cost estimates, technical data, etc.). As was the case for the Final Storm Drainage Master Plan submitted to the CITY by the CONSULTANT in December 2010, the CONSULTANT will submit fifteen (15) bound hard copies of the Revised Final Report and Appendices to the CITY as well as an electronic version of each in pdf format.

Task 6 – AB 1600 Development Impact Fee Study Report

In addition to the impact fee analyses for the Lammers Watershed and the Mountain House Watershed already included in the original Scope of Services, the CONSULTANT will perform an impact fee analysis for the new groupings of properties (sub-basins) within the Westside Channel Watershed and Eastside Channel Watershed established as a part of the completion of Task 4. Also, the previously prepared impact fee analysis for the South MacArthur Sub-basin will be updated by the CONSULTANT, and the Rocha Property will be incorporated into said sub-basin. Assumed land uses for the impact fee analysis will be the same assumed land uses as were utilized in the

CITY OF TRACY
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT SC-09-2
CITYWIDE STORM DRAINAGE MASTER PLAN
Page 5 of 5

preparation of the Final Citywide Storm Drainage Master Plan in December 2010. The new impact fee analyses will be incorporated into the AB 1600 Development Impact Fee Study Report that is a part of the original Scope of Services. Other than the South MacArthur Sub-basin, existing fee program areas within the Westside Channel Watershed and the Eastside Channel Watershed will not be re-evaluated as a part of the completion of this task.

Task 7 – Meetings

The CONSULTANT will participate in up to two (2) additional meetings at CITY direction with the CITY, HARRIS, and/or Developers to receive comments and provide input related to storm drainage master plan revisions and new impact fee programs.

Total Estimated Fee (All Tasks) = \$38,300

III. SCHEDULE. Services shall be commenced and completed by the CONSULTANT in a reasonably prompt and timely manner based upon the circumstances, direction and schedule communicated to the CONSULTANT by the CITY.

IV. GENERAL CONDITIONS AND LIMITATIONS. In addition to any limitations and conditions noted in other parts of this Scope of Services, the following limitations and conditions apply to this work.

- As is the case with the original Scope of Services, all storm drainage master planning work for Tracy Hills is being performed by others and is not included in the Scope of Services. An Impact fee analysis for Tracy Hills is also excluded from the Scope of Services.
- The fee allows for the duration of the work to be a one (1) year period or less. If the schedule is delayed significantly, the CONSULTANT may provide a quote for a fee revision.

V. PERSONNEL. CONSULTANT shall assign the following person/persons to perform the tasks set forth in this Scope of Services.

James Nelson – Project Manager
Sarah McIlroy – Assistant Project Manager
Davina Gonzalez – Hydrologist/Hydraulic Engineer

Citywide Storm Drainage Master Plan
Amendment No. 1

Exhibit "B"
Fee Estimate

Tasks	Labor Hours					Fees	
	PM	APM	H/H	CAD	ADMIN	EXP	Total Fee
Task 1 - Revise Master Plan Storm Drainage Infrastructure	5	5	5				2,250
Task 2 - Hydrologic Modeling	2	5	10				2,365
Task 3 - Hydraulic Analysis	3	10					2,060
Task 4 - Add a Section Regarding Fee Programs	10	5	10	5			4,225
Task 5 - Revised Final Storm Drainage Master Plan	10	10	20	10	10		7,600
Task 6 - AB 1600 Development Impact Fee Study Report	40	20	40		5		15,325
Task 7 - Meetings	15	10				375	4,475
Total Estimated Fee							38,300
Total Hours	85	65	85	15	15	375	
Rate	170	155	125	100	85		
Total Labor & Expenses	14,450	10,075	10,625	1,500	1,275	375	38,300

PM Project Manager
APM Assistant Project Manager
H/H Hydrologist, Hydraulic Engineer
CAD CAD Operator
ADMIN Administrative
EXP Expenses

CITY OF TRACY
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
WASTEWATER MASTER PLAN PROJECTS

This Amendment No. 1 (hereinafter "Amendment") to the PROFESSIONAL SERVICES AGREEMENT FOR WASTEWATER MASTER PLAN PROJECTS is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and CH2M HILL, INC. (hereinafter "Consultant").

RECITALS

- A. The City and Consultant entered into a (hereinafter "Agreement") for WASTEWATER MASTER PLAN PROJECTS which was approved by the City Council on September 15, 2009, pursuant to Resolution No. 2009-181.
- B. The City has requested that the scope of services be expanded to include survey support that will allow for the determination of general ground surface elevations that are required for the layout of the future gravity sewer system improvements. Additionally, the City has requested that the draft Wastewater Master Plan be revised to delete one of two future wastewater treatment plants, as it has been determined that the community will be better served with a single treatment facility.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. **Terms of Amendment.** Exhibit "A" describes the two (Tasks 16 and 17) additional tasks that will be provided by Consultant. The compensation identified in Paragraph 5 of the original Agreement shall be increased by the amount of \$42,614, as described in Exhibit "D" to this Amendment. The original Not to Exceed amount of \$345,000 is therefore amended to a revised Not to Exceed Amount of \$387,614 by this Amendment.
- 3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
- 5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute

CITY OF TRACY
Amendment No. 1 to THE PROFESSIONAL SERVICES AGREEMENT FOR
WASTEWATER MASTER PLAN PROJECTS
Page 2 of 2

this Amendment on behalf of the respective legal entities of the Consultant and the City. This Amendment 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.

CITY OF TRACY

By: _____
Brent H. Ives
Title: Mayor
Date: _____

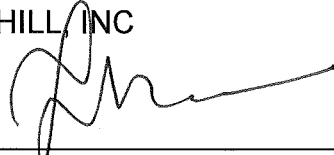
Attest:

By: _____
Sandra Edwards
Title: City Clerk
Date: _____

Approved as to form

By: _____
Daniel G. Sodergren
Title: City Attorney
Date: _____

CONSULTANT
CH2M HILL INC

By:  _____
Vijay Kumar, P.E.
Title: Vice President & Bay Area Manager
Date: 6/27/2011

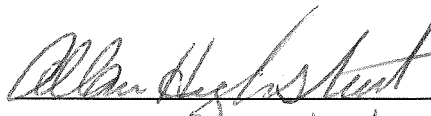
By:  _____
Title: Vice President
Date: 6/27/11

EXHIBIT "A"

SCOPE OF SERVICES

2009 Wastewater Master Plan -Tier 1, Amendment No. 1

Introduction

The City of Tracy's Wastewater Master Plan is in progress, and it has been determined that additional, out of scope work, is required to complete the document. The added scope of activities is as shown below:

Task 16. Survey Support

The original work scope assumed that ground surface elevations shown on USGS quadrangle maps would be sufficient to complete the work for the master planning effort. However, as a result of meetings with developer representatives for moving forward with the initial Tier 2 evaluations, it was determined that better ground surface elevations will be required for the Tier 2 studies. It has been determined that it is appropriate to include those additional efforts as part of the Tier 1 evaluation, and not wait to include them as part of subsequent Tier 2 work, since this work is required for all Tier 2 evaluations. This approach will allow for a more concise layout of the proposed collection system in the Wastewater Master Plan, and help to insure that conveyance system horizontal grades are appropriate for later use by individual developments.

It is reported that the City's GIS system has ground surface elevations that are accurate to 2 foot contour intervals, and it has been determined that this level of accuracy is adequate for the master planning purposes if some supplemental elevations are made in the field for what are determined to be "critical" locations. The survey support contemplated herein includes acquiring spot elevations along the proposed master plan wastewater conveyance alignments and at critical connection points to the existing conveyance systems. Because the found accuracy of the City's GIS information cannot be ascertained until after some field checking has been accomplished, an allowance of \$15,000 for survey support is included in this authorization for survey support activities. The survey support allowances is not intended to account for acquiring new mapping, in the event the City GIS information is found to be inaccurate or otherwise unusable.

It is assumed that the wastewater conveyance alignments included in the current version of the Wastewater Master Plan are applicable to the scope of work described herein. This task includes survey and engineering support to evaluate one additional wastewater conveyance layout for the southern future SOI projects, as defined in the current version of the Wastewater Master Plan. The alternative wastewater conveyance layout contemplated herein includes conveying peak wet weather flows from the southern future SOI projects to the proposed Lammers Sewer System.

Once the field elevations have been confirmed, then the preliminary horizontal grades included in the current version of the Wastewater Master Plan will be reviewed, and adjusted as

required. Pipe diameters will be adjusted as required to convey the required peak wet weather flow rates at the revised slopes. An additional cost estimating review will be conducted to reflect any changes to the required pipe depths and sizing as a result of the modifications made.

Task 16 Deliverable: Amend the draft Wastewater Master Plan with revised horizontal layouts for the conveyance system, revise pipe diameters and slopes accordingly, and provide updated cost estimates of construction.

Task 17. Update Draft Master Plan for a Single WWTP

While the original scope of work included the evaluation of one versus two wastewater treatment plants, CH2M HILL was advised by the City that the two-plant option was to be implemented. CH2M HILL completed the evaluation of the one-plant option for inclusion into the master plan, and prepared the draft report based on the direction received. Later, CH2M HILL was advised that the previous decision to implement the two-plant option had been reviewed by stakeholders and the decision had been overturned. The Master Plan shall be reformatted to reflect the decision to delete the Tracy Hills WRF and use a single wastewater treatment plant for the proposed SOI and existing City Limits. Information on the cost of incremental recycled water system improvements required for the one-plant option, including the present worth of pumping for this option, will be developed by West Yost Associates as part of the Water Master Planning efforts. This information shall be provided to CH2M HILL for incorporation into the one-plant option.

The conveyance alternative to be reviewed as part of the new analysis will assume that wastewater flows from Ellis and those developments north of Ellis will be sent down an improved Corral Hollow Trunk Sewer, and flows from Tracy Hills will be sent to the Lammers Road Trunk Sewer (by way of a pump station located at the intersection of Corral Hollow and Shulte Road, with the force main/gravity pipe from the pump station installed in Shulte). The second conveyance option shall assume that all of the aforementioned flows will be sent to the new Lammers Road Trunk Sewer.

EXHIBIT "B"

Proposed Project Schedule:

Notice to Proceed	May 2011 (assumed)
Update the Tier 1 Master Plan	6 weeks after Notice to Proceed, or two weeks after receipt of required information from West Yost Associates on the One Plant Option, whichever is longer

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EXHIBIT "C"**2011 BILLING RATE SCHEDULE**

<i>Classification</i>	<i>Hourly Rate</i>
Office Staff	
Principal -In-Charge/Principal Program Manager	\$263
Principal Technologist/Principal Project Manager	\$241
Sr. Technologist/Sr. Project Manager	\$214
Engineer Specialist*/Project Manager	\$198
Project Engineer*/Associate Project Manager	\$176
Safety/Contract staff	\$170
Associate Engineer*	\$143
Staff Engineer 2*	\$126
Staff Engineer 1*	\$110
Engineering/Environmental Tech 5	\$148
Engineering/Environmental Tech 4	\$126
Engineering/Environmental Tech 3	\$110
Engineering/Environmental Tech 2	\$83
Engineering/Environmental Tech 1	\$71
Office/Clerical/Accounting	\$83

1. These rates for all types of labor including permanent, part-time, flex and contract employees and effective through December 31 of each year. New rates will be effective on January 1st.
2. A markup of 10% shall be applied to all Other Direct Costs and Expenses
3. An additional premium of 25% shall be added to the above rates for Expert Witness and Testimony services

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EXHIBIT "D"
FEE ESTIMATE

City of Tracy Wastewater Master Plan Tier 1, Amendment No. 1																		
Task	2009 Hourly Billing Rates	Description	Staffing								Total Hours	Labor (\$)	Expenses (\$)	Subcontractor (\$)	Total Fee (\$)			
			Principal In Charge	Principal Technologist/Principal PM	Sr. Technologist/Sr. Project Manager	Associate Engineer	Contracting/Safety	Engineering/Env. Tech 5	Engineering/Env. Tech 4	Office/Clerical/Accounting								
16		Survey Support																
16.A		Input GIS Data	2			16				4			6	28	\$3,904	\$200	\$1,500	\$5,604
16.B		Modify conveyance system layout	2			32				12		8	54	\$7,542	\$375	\$15,000	\$22,917	
16.C		Update Construction Costs	1			4					16	2	23	\$3,017	\$160	\$ -	\$3,177	
16.D		Update Draft Master Plan	4			12				4		12	32	\$4,356	\$220	\$ -	\$4,576	
17		Single Plant Update	4			16				16		4	40	\$6,040	\$300	\$ -	\$6,340	
		Total	13			80				36		32	177	\$24,859	\$1,255	\$16,500	\$42,614	

RESOLUTION 2011- _____

APPROVING AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH VARIOUS CONSULTANTS FOR ADDITIONAL SERVICES REQUIRED TO COMPLETE THE CITY'S INFRASTRUCTURE MASTER PLANS

WHEREAS, On September 15, 2009, City Council approved Professional Services Agreements (PSA's) with various consultants to provide services for completion of the City's Infrastructure Master Plans, and

WHEREAS, The consultants, development community, and the City have been working together to complete these infrastructure master plans, and

WHEREAS, While a majority of the main policy issues have been resolved and major analysis completed, there are still some areas where additional services are needed from consultants to address various concerns from the development community, to complete the technical analysis, and to finalize the Master Plans, and

WHEREAS, The additional costs of services were negotiated as follows:

<u>Consultant</u>	<u>Services</u>	<u>Amount</u>
RBF Consulting Amendment 2 to PSA for Roadway Master Plan	Roads	\$31,690
West Yost Associates Amendment 3 to MPSA for Water Master Plan	Water	\$22,000
CH2MHill Amendment 1 to PSA for Wastewater Master Plan	Wastewater	\$42,614
Stantec Consulting Amendment 1 to PSA SC-09-2	Storm	\$38,300
Harris & Associates Amendment 2 to TO 4 to MPSA HA07-01	Project Management	\$36,400

WHEREAS, Sufficient funding is available to pay for the services from the contingency portion of the original deposits received from the development community toward completion of the Infrastructure Master Plans, and

WHEREAS, There is no impact to the General Fund; the cost of additional services will be paid from the original deposit secured from the development community.

NOW, THEREFORE, BE IT RESOLVED that City Council approves amendments to the Professional Services Agreements with various consultants for additional services required to complete the City's Infrastructure Master Plans.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 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

AUTHORIZE ESTABLISHMENT OF A FOUR WAY STOP SIGN AT THE INTERSECTION OF LOWELL AVENUE AND MAE AVENUE

EXECUTIVE SUMMARY

Installation of a four way stop sign at the intersection of Lowell Avenue and Mae Avenue will improve traffic circulation and safe stopping sight conditions on Lowell Avenue.

DISCUSSION

During a previous Traffic Committee meeting, the Police Department requested installation of a four-way stop sign at the intersection of Lowell Avenue and Mae Avenue. The stop sign will require vehicles to stop at the intersection allowing pedestrians to cross safely. The Traffic Committee, comprised of representatives from the Police Department, Public Works Department and the Engineering Division, meet once every month to discuss and resolve traffic related issues in the City.

Mae Avenue is a two lane north south residential collector and Lowell Avenue is a two lane east west residential collector street. The existing intersection has a two way stop on Mae Avenue while Lowell Avenue is a through street without any traffic control devices. The Tracy Learning Center is located on Mae Avenue south of Lowell Avenue. The intersection does not have any marked crosswalks.

Staff completed a stop sign warrant study in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD). The study determined that the existing vehicular and pedestrian volumes do not meet the four-way stop sign criteria. However, installation of a four-way stop sign will meet the optional criteria by improving the safe stopping sight distance at this intersection.

Installation of stop signs and striping has been coordinated with the Public Works Department and will be installed from the existing operating budget if this item is approved by City Council.

FISCAL IMPACT

The cost to install appropriate signage and striping is a budgeted item within the street operating budget of the Public Works Department.

RECOMMENDATION:

That City Council, by resolution, authorize establishment of a four way stop sign at the intersection of Lowell Avenue and Mae Avenue.

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.

Prepared by: Ripon Bhatia, Senior Engineer

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

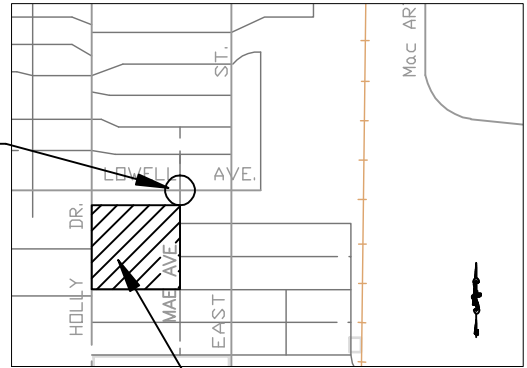
Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

Attachment – Exhibit A

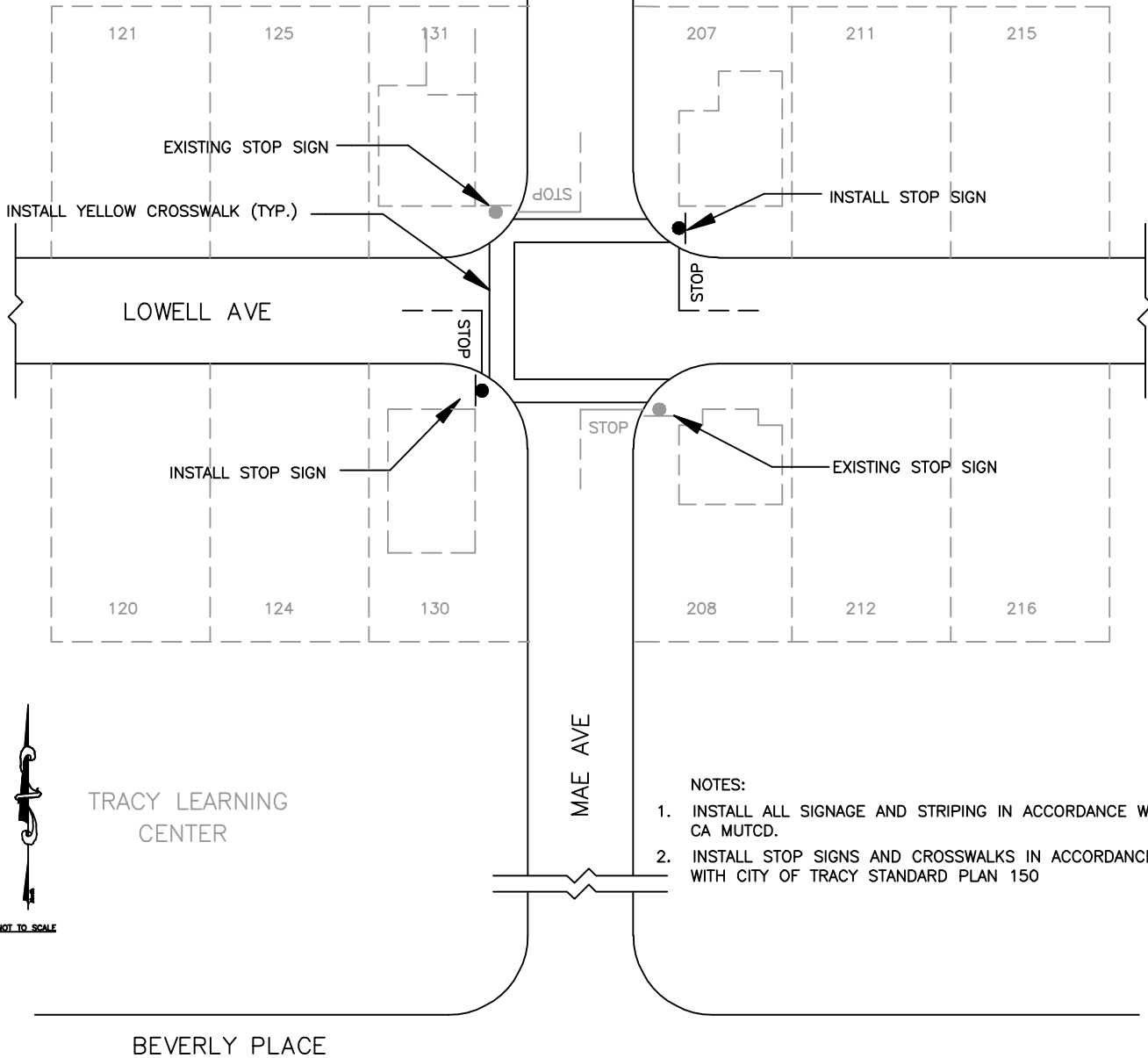
EXHIBIT "A"

PROJECT LOCATION

- EXISTING STOP SIGN
- NEW STOP SIGN



TRACY LEARNING CENTER



TRACY LEARNING CENTER

NOTES:

1. INSTALL ALL SIGNAGE AND STRIPING IN ACCORDANCE WITH CA MUTCD.
2. INSTALL STOP SIGNS AND CROSSWALKS IN ACCORDANCE WITH CITY OF TRACY STANDARD PLAN 150

NOT TO SCALE

LOWELL AND MAE
4 WAY STOP
ROADWAY IMPROVEMENT

DESIGNED BY				REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED	SYMBOL	DATE	DESCRIPTION	APPROVED
DM							
JN							
RB							
N.T.S.							

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 OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.

KULDEEP SHARMA CITY ENGINEER DATE:

RESOLUTION 2011- _____

AUTHORIZING ESTABLISHMENT OF A FOUR WAY STOP SIGN AT THE INTERSECTION OF LOWELL AVENUE AND MAE AVENUE

WHEREAS, The Police Department has requested installation of a four-way stop sign at the intersection of Lowell Avenue and Mae Avenue, and

WHEREAS, Staff completed a stop sign warrant study in accordance with the requirements of the Manual of Uniform Traffic Control Devices, and

WHEREAS, The study determined that the existing vehicular and pedestrian volumes do not meet the four-way stop sign criteria, and

WHEREAS, Installation of a four-way stop sign will meet the optional criteria by improving the safe stopping sight distance at this intersection, and

WHEREAS, The cost to install appropriate signage and striping is a budgeted item within the street operating budget of the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED that City Council authorizes establishment of a four way stop sign at the intersection of Lowell Avenue and May Avenue.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 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

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST AND ASSOCIATES FOR A WATER SYSTEM EVALUATION IN THE CITY'S WATER PRESSURE ZONE 3 AREA

EXECUTIVE SUMMARY

Evaluation of the City's Zone 3 water distribution system is needed to identify additional infrastructure to address water pressure related issues. West Yost and Associates is the keeper of the City's water system model and approval of this proposed services agreement will facilitate completion of the evaluation.

DISCUSSION

The City of Tracy's water distribution system is comprised of a pressure distribution network divided into 3 zones. These water zones have water mains, distribution lines, pressure reducing valves, booster stations, water reservoirs and other appurtenances to meet specific water service needs of properties within that zone.

A majority of the City's water distribution infrastructure outside the City's old core area was constructed in the late 1980's for Residential Specific Plan (RSP) development areas. Some excess capacities were created in the system to serve certain gap in-fill properties since the RSP developments were located over different parts of the City. Additional improvements were further constructed in several areas to serve the Patterson Pass Business Park, Presidio Development, the Northeast Industrial Area, Plan C and South MacArthur Developments.

The City has experienced rapid growth in the past twenty years and a lot of in-fill gap properties have developed and used the excess capacity built by RSP and other developments. Since, the in-fill properties are scattered around the City, their developments have impacted the overall water distribution infrastructure. Most of the impacts have been mitigated by constructing new improvements through development impact fees. However, certain water infrastructure elements have not been identified and constructed especially in the infill areas since site specific analysis could not be completed for certain properties and the infrastructure improvements were not constructed due to a lack of development impact fees.

The existing Zone 3 water serves in-fill properties south of Linne Road east of Corral Hollow Road and a portion of the Edgewood development located north of Linne Road. Zone 3 will also serve the proposed Aquatic Center and a portion of the Ellis Development. The water analysis completed for both the Plan C and Ellis developments have identified additional infrastructure improvements and share of responsibilities. However, the water infrastructure needs for the ultimate development of Infill properties including the Tracy Municipal Airport were not studied due to a lack of funding. In addition, the owners of the undeveloped commercial property in the Edgewood Development have informed the City of their intent to request a land use change from

existing commercial development to high density residential developments. Due to the significant change in the land use and future development of Infill properties, the water analysis for Zone 3 needs to be updated. The land use change in Edgewood will facilitate development of the property in a timely manner; thus resulting in the collection of development impact fees necessary to complete some of the stalled projects due to a shortage of funds.

The proposed Zone 3 water system evaluation will identify the required water infrastructure to serve the undeveloped Edgewood properties in the Plan C area for land use changes and undeveloped Infill and Ellis developments. Since the previous analysis completed for Plan C and Ellis developments will be superseded with this analysis, the cost of this work is recommended to be fronted by Plan C Program Management fees. This will provide an incentive to the developer of Plan C undeveloped properties and will benefit the overall Plan C development area for an early close out of the program. The fair share cost of these services will be recovered from Infill fund and Edgewood Development when the Plan C properties develop.

West Yost and Associates is familiar with the City's water distribution network and are the keeper of the network model. West Yost and Associates have submitted a proposal and after negotiations, agreed to complete the evaluation for a not to exceed amount of \$34,940.

STRATEGIC PLAN

This is a routine item and does not specifically relate to any strategic plan.

FISCAL IMPACT

Since a large portion of the Plan C development is within the evaluation area, the cost of this evaluation will be fronted from the Plan C Program Management fund. Once the evaluation is complete, the responsibility of in-fill and other development will be evaluated and recouped when these properties develop. There is no impact to the General Fund.

RECOMMENDATION

That City Council, by resolution, approve a Professional Services Agreement with West Yost and Associates for A Water System Evaluation in the City's Water Pressure Zone 3 area.

Prepared by: Kuldeep Sharma, City Engineer

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and West Yost & Associates, Inc., a California Corporation (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT is a registered professional engineer.
- B. CONSULTANT services are needed related to the evaluation and preparation of a Technical Memorandum for the City of Tracy's Initial Pressure Zone 3 Area ("PROJECT") including addressing the Plan C Properties (Edgewood Development) water pressure issues.
- C. At the request of the CITY, in December 2010, 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 the terms set forth in this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: Charles Duncan. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.
- 2. **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 Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY understands that the CONSULTANT's performance must be governed by sound professional practices and therefore, will not withhold approval on reasonable requests for extension. CONSULTANT shall submit all requests for extensions of time to the CITY in writing no later than ten (10) days after the start of the condition

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

Page 2 of 13

which purportedly caused the delay, and not later than the date on which performance is due. CITY shall grant or deny such requests at its sole discretion.

3. **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. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.
4. **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.
5. **COMPENSATION.**
 - 5.1. 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," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Agreement is Not To Exceed THIRTY EIGHT THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$38,160). CONSULTANT's billing rates 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 amount without the prior written approval of the CITY.
 - 5.2. CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3. Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY.
6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give the CITY all original documents, including preliminary drafts and supporting documents, prepared by CONSULTANT for this Agreement. The CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement; up to the date notice is given.

CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA

Page 3 of 13

7. **OWNERSHIP OF WORK.** All original documents prepared by CONSULTANT for this Agreement, whether complete or in progress, are the property of the CITY, and shall be given to the CITY at the completion of CONSULTANT's services, or upon demand from the CITY. No such documents shall be revealed or made available by CONSULTANT to any third party without the prior written consent of the City.
8. **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.
9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of services under this Agreement.
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.
11. **INSURANCE.**
 - 11.1. **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.
 - 11.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 11.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 11.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - 11.5. **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of negligent errors, omissions, or acts of CONSULTANT in an amount not less than \$1,000,000 per claim and in the aggregate.
 - 11.6. **Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - 11.6.1 The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

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- 11.6.2 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.
- 11.7. **Notice of Cancellation.** CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 11.8. **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.
- 11.9. **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, no later than five (5) days after the execution of this Agreement.
- 11.10. **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.
- 11.11. **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.
12. **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.
13. **NOTICES.**
- 13.1 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:

To CITY:

City of Tracy
Attn: Kul Sharma
333 Civic Center Plaza
Tracy, CA 95376

To CONSULTANT:

West Yost & Associates, Inc.
Attn: Charles Duncan
7041 Koll Center Parkway, Suite 110
Pleasanton, CA 94566

CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA

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- 13.2 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.
14. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to CONSULTANT's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

INTENTIONALLY LEFT BLANK

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

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

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

CITY OF TRACY

CONSULTANT

West Yost & Associates, Inc.

By: Brent H. Ives

Title: Mayor

Date: _____

Attest:

By: Sandra Edwards

Title: CITY CLERK

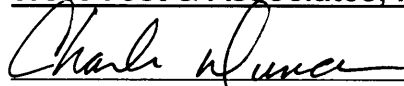
Date: _____

Approved As To Form:

By: Daniel G. Sodergren

Title: CITY ATTORNEY

Date: _____



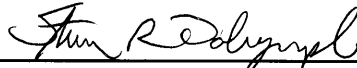
By: Charles Duncan

Title: Secretary

Date: _____

Fed. Employer ID No. _____

68-0370826



By: Steve Dalrymple

Title: President

Date: _____

8/8/11

EXHIBIT A

SCOPE OF SERVICES

I. INTRODUCTION AND ASSUMPTIONS. The existing Pressure Zone 3 Area includes a portion of Plan C (southeast corner of Edgewood subdivision southwest of Corral Hollow Road and Middlefield Drive), and properties south of Linne Road, between Tracy Boulevard and Corral Hollow Road. The proposed Aquatic Center and Ellis Specific Plan area is also now part of the Pressure Zone 3 area. Partial analysis for inclusion of Aquatic Center was completed as part of the Aquatic Center project which was never completed since work on that project has been stopped. The developers of commercial property in the Edgewood Subdivision (Plan C) also intend to change land use designation to high residential to develop their vacant property. All of these properties are located within the City's General Plan Sphere of Influence (SOI). The intent of this analysis is to identify water infrastructure needs with probable costs of facilities to address existing water pressure issues for Plan C (Edgewood), Infill Properties south of Linne Road and along with Aquatic Center and Ellis project.

CITY has requested that CONSULTANT make the following assumptions:

- A. The Initial Pressure Zone 3 Area will receive their water supply from the Delta Mendota Canal through the City's existing water treatment plant, and local groundwater sources, and that no additional analysis regarding water supply source or reliability is required (however, the Project's proportionate share of the recent WTP upgrades and providing water supply reliability will be evaluated and cost allocated accordingly).
- B. Portions of existing Plan C properties will use existing available capacity in the City's existing water system.
- C. Nine Hundred Fifty (950) residential units of the Ellis Development are located in Pressure Zone 3 and the rest of Ellis Development is located in Zone 2.
- D. All existing approved developments including a portion of Ellis Development as mentioned above in Pressure Zone 3 will use the existing available capacity in the City's existing water system infrastructure.
- E. The land use assumption for the parcels south of Linne Road will be commercial/light industrial. The water demands for these parcels will be estimated using the water duty factors developed in the Draft 2010 Citywide Water Master Plan.
- F. The water demands for the parcels located north of Linne Road in the Edgewood subdivision of Plan C area will be estimated using the water duty factors developed in the Draft 2010 Citywide Water Master Plan. The new land uses in the undeveloped commercial properties will be used for water demand in this portion of Plan C development.

CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA

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- G. The Project will analyze a proportionate share of new water system infrastructure (i.e., transmission pipelines, storage facilities, and/or pumping facilities) required to meet the projected future water demands associated with the initial Pressure Zone 3 Area.
- H. CONSULTANT's technical memorandum shall be prepared in accordance with the Mitigation Fee Act, also known as "AB 1600."

The major tasks to complete the evaluation of the PROJECT is presented below.

II. BASIC SCOPE OF SERVICES.

Task 1 – Project Management and Meetings

CONSULTANT may be requested to attend various project status meetings, and prepare and make presentations as requested by CITY, in addition to those identified with each task below. Under Task 1, CITY and CONSULTANT staff will meet to discuss and evaluate previous CITY and CONSULTANT assumptions, criteria and studies to be used by CONSULTANT in the evaluation of the City's water system infrastructure for the Draft 2010 Citywide Water Master Plan and the previous submitted Draft Ellis Specific Plan Water System Analysis. This review will allow CONSULTANT to use previous work products. CONSULTANT will develop a "working" City map presenting where the Initial Pressure Zone 3 Area are located, and what portions will be included in the initial development of the Ellis Specific Plan. This map will be used during the meeting with CITY to establish an initial Pressure Zone 3 area base which will be used in CONSULTANT'S evaluation. CITY and CONSULTANT will also discuss how costs will be allocated to the Ellis Specific Plan, Plan C, ISP South and the City's Infill Properties.

Additionally, CONSULTANT may also have to respond to various written and verbal comments from CITY. CONSULTANT has assumed attendance at only one (1) meeting and up to 6 hours total for preparing and verbally responding to comments. CONSULTANT will keep CITY informed, and will advise CITY if approaching this budgetary estimate, so that a budget augmentation may be considered. CONSULTANT has Identified additional meetings associated with specific tasks and are further described in the subsequent sections.

Task 2 - Water Demand Evaluation

Once the PROJECT has been fully defined in Task 2, CONSULTANT will calculate the total average day water demand for the Project areas using the unit water duties presented in the Draft 2010 Citywide Water Master Plan. Maximum day and peak hour demands will then be calculated using the peaking factors of 2.0 and 3.4 times the average day demand, respectively. These demands will be compared to those supplies

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

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the City has set aside for the Initial Pressure Zone 3 Area. CONSULTANT'S work product will be a spread sheet tabulation of calculated demands for the PROJECT.

Task 3 - Water Storage and Booster Pumping Facilities Evaluation

Based on the assumption that the Project will develop concurrently with the buildout of the previously approved ISP, RSP, I-205 specific plans and the Plan C, NEI, South MacArthur, Presidio, Infill and Gateway planning areas, (and the construction of any system facilities required to mitigate impacts to the water system caused by these approved specific plans), the sizing of required water storage and booster pumping facilities and their locations to support the Project will be evaluated. The water demands calculated in Task 3 will be used to confirm that the previously calculated transmission main pipeline sizes are still adequately sized to support the Project's proposed land use. CONSULTANT will assume long term emergency water storage will be provided by the groundwater basin, and the City's existing groundwater production capability will be evaluated to determine whether sufficient emergency pumping capacity exists, after meeting the emergency needs of the ISP, RSP, I-205 specific plans and the Plan C, NEI, South MacArthur, Presidio and Gateway planning areas. It will be assumed that all other water storage will be provided by existing clearwell storage at the water treatment plant site and onsite storage at the Ellis Specific Plan site. CONSULTANT will determine the storage capacity required to meet peak hour, emergency, fire, and operational storage, and determine the appropriate size of associated booster pumping facilities. CONSULTANT'S work product will be a map showing the locations and sizes of required facilities for the Initial Pressure Zone 3 Area.

Task 4 – Estimate of Probable Facilities Cost and Allocation

The estimated cost for all the recommended facilities by phase will be identified and summarized by CONSULTANT. The estimated construction costs for the improvements will be developed based on past cost information and recent bid results; the costs of improvements will be allocated to the Ellis Specific Plan, Plan C and the City's Infill areas south of Linne Road. Additionally CONSULTANT will develop and allocate the school sites proportionate share of the costs.

Task 5 – Draft/Final Technical Memorandum

- A. Prepare draft Technical Memorandum (TM). The work performed in completing the above tasks, together with the findings, will be summarized and presented in an eight to ten page TM for CITY review and comment. The TM will include, pursuant to the Mitigation Fee Act (Government Code sections 66000, et seq., AB 1600), and the City's Impact Fee Ordinance (Tracy Municipal Code, Title 13), facts which support all of the findings set forth below.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

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1. A description of assumptions and design criteria, regarding existing level of service, including a description of the existing public facilities and the existing users (with references to all supporting documents).
2. A description of assumptions regarding the type of development planned for PROJECT, (to be provided by CITY to CONSULTANT).
3. A description of the impacts PROJECT will have on the level of service to existing City residents.
4. A description of the facilities required for PROJECT to meet CITY's design criteria and level of service standards.
5. A description of the level of service which will result after the construction of additional public facilities (described above), following full development of PROJECT.
6. A description of how the new developments within PROJECT benefit from the additional public facilities.
7. Pursuant to Government Code section 66005(a), an estimate of the total cost for providing the required public facilities necessary to support PROJECT build-out condition.
8. A description of the basis, or bases, upon which the total estimated cost of providing the required public facilities will be allocated.
9. Based upon the analysis summarized in sections 1 through 8, above, CONSULTANT shall provide facts which support the following:
 - a. Identification of the purpose of the proposed fee.
 - b. Description of how the fee will be used.
 - c. Determination of how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
 - d. Determination of how there is a reasonable relationship between the need for the public facility and the type of development on which the fee is imposed.
 - e. Determination of how there is a reasonable relationship between the amount of fee and the cost of the public facility (or portion of the facility) attributable to new development.

Four (4) copies of all drafts of the TM and the final product will be submitted to CITY for review and comment.

- B. Final Technical Memorandum. A meeting will be scheduled CITY to discuss the draft TM and receive comments. Following this meeting, CONSULTANT will incorporate appropriate comments received on the draft TM, and submit four (4) copies of the final TM to CITY.

III. FEE ESTIMATE. The estimated costs associated with performing the work scope described herein are provided below.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
WATER SYSTEM EVALUATION IN CITY'S WATER PRESSURE ZONE 3 AREA**

Task	Description	Cost
1	Project Management and Meetings	\$7,800
2	Water Demand Evaluation	\$4,760
3	Water Storage and Booster Pumping Facilities Evaluation	\$10,200
4	Estimate of Probable Facilities Cost and Allocation	\$3,000
5	Draft/Final Technical Memorandum	\$12,400
Basic Scope of Services, Total Cost		\$38,160

Any additional services not included in CONSULTANT's Basic Scope of Services will be performed only after receiving written authorization and a corresponding budget increase from CITY.

IV. COMPLETION OF THE SCOPE OF SERVICES. CONSULTANT shall complete the Draft Report six (6) weeks after receiving written authorization to proceed with this agreement, and CONSULTANT's receipt of all supporting information from CITY. CONSULTANT shall complete the Final Report, no later than two weeks after receiving written, consolidated comments on the Draft Report from the CITY.

V. PERSONNEL. CONSULTANT shall assign the following person/persons to perform the tasks set forth in this Task Order:

Charles Duncan, Vice President (Authorized Representative);
Gerry S. Nakano, Vice President;
Vivian Housen, Vice President;
Elizabeth Drayer (Principal Engineer);
Irene Suroso (Senior Engineer);
Brenda Estrada (Senior Engineer);
Amy Kwong (Associate Engineer);
Carolyn Simmons (Engineer II); and
Anna Lau (Engineer I)

**EXHIBIT B
WEST YOST ASSOCIATES**

Billing Rate Schedule

(Effective January 1, 2011 through December 31, 2011)*

Position	Labor Charges (dollars per hr)
Principal/Vice President	216
Engineering Manager	206
Principal Engineer/Scientist	188
Senior Engineer/Scientist/GIS Analyst	169
Associate Engineer/Scientist	151
GIS Analyst	151
Engineer II/Scientist II	134
Engineer I/Scientist I	115
Construction Manager III	164
Construction Manager II	151
Construction Manager I	139
Resident Inspector III	127
Resident Inspector II	117
Resident Inspector I	103
Sr. Designer/Sr. CAD Operator	109
Designer/CAD Operator	97
Technical Specialist II	94
Technical Specialist I	82
Engineering Aide	68
Administrative IV	97
Administrative III	85
Administrative II	73
Administrative I	61

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Outside Services such as vendor reproductions, prints, shipping, and major WYA reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal Rate.

Subconsultants will be billed at actual cost plus 10%.

Computers are billed at \$25 per hour for specialty models and AutoCAD.

A Finance Charge of 1.5 percent per month (an Annual Rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented by WYA, and to all employment categories including regular full-time, part-time, limited term and contract personnel as defined in WYA's Employee Handbook.

WEST YOST ASSOCIATES

Billing Rate Schedule
 (Effective January 1, 2011 through December 31, 2011)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hr)
GPS, 3-Person	333
GPS, 2-Person	284
GPS, 1-Person	223
Survey Crew, 2-Person	242
Survey Crew, 1-Person	182

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	16	77
pH Meter	5	24
Automatic Sampler	120	658
Transducer/Data Logger	38	190
Hydrant Pressure Gage	11	47
Hydrant Pressure Recorder (HPR)	—	190
Hydrant Wrench	5	30
Pitot Diffuser	27	124
Well Sounder	27	124
Ultrasonic Flow Meter	—	249
Vehicle	82	412
Velocity Meter	11	60
Water Quality Multimeter	163	891
Thickness Gage	—	66

Steve Dalrymple – President, Charles Duncan - Secretary

RESOLUTION 2011- _____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST AND ASSOCIATES FOR A WATER SYSTEM EVALUATION IN THE CITY'S WATER PRESSURE ZONE 3 AREA

WHEREAS, The City of Tracy's water distribution system is comprised of a pressure distribution network divided into 3 zones, and

WHEREAS, A majority of the City's water distribution infrastructure outside the City's old core area was constructed in the late 1980's, and

WHEREAS, The City has experienced rapid growth in the past twenty years and a lot of in-fill gap properties have developed and used the excess capacity built by RSP and other developments, and

WHEREAS, The existing Zone 3 water serves in-fill properties south of Linne Road east of Corral Hollow Road and a portion of the Edgewood development located north of Linne Road, and

WHEREAS, The proposed Zone 3 water system evaluation will identify the required water infrastructure to serve the undeveloped Edgewood properties in the Plan C area for land use changes and undeveloped Infill and Ellis developments, and

WHEREAS, West Yost and Associates is familiar with the City's water distribution network and are the keeper of the network model, and

WHEREAS, The cost of this evaluation will be fronted from the Plan C Program Management fund, and

WHEREAS, Once the evaluation is complete, the responsibility of in-fill and other development will be evaluated and recouped when these properties develop; there is no impact to the General Fund;

NOW, THEREFORE, BE IT RESOLVED that City Council approves a Professional Services Agreement with West Yost and Associates for a Water System Evaluation in the City's Water Pressure Zone 3 area.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 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 AMENDMENT ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE TRACY HILLS SPECIFIC PLAN AMENDMENT PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT

EXECUTIVE SUMMARY

This request is to approve Amendment One to the Professional Services Agreement with RBF Consulting, Inc., (RBF Consulting) to complete the environmental review for the proposed Tracy Hills Specific Plan Amendment. The Amendment has the effect of reducing the scope of work and costs associated with preparing the environmental documentation.

DISCUSSION

On April 19, 2011, City Council approved a Professional Services Agreement (PSA) with RBF Consulting to complete environmental documentation work associated with the Tracy Hills project. The property owners are in the process of refining the land uses, updating approaches to infrastructure systems, and contemporizing urban design and architectural standards for the project. At the time of approval of the PSA with RBF Consulting, the scope of work included several impact areas and overall CEQA documentation management that can now be reduced. Since the approval date of the original scope, staff and the project applicants have discussed the project objectives, and refined the level of work needed to update the Specific Plan and complete the environmental review. Accordingly, the environmental scope can be reduced.

Staff worked with RBF which made the suggested reductions in order to keep the environmental documentation costs at a minimum. Specifically, the scope of work has been reduced in the following areas:

Project Initiation: reduction of \$3,625
Administrative Draft EIR Prep: reduction of \$13,374
Coordination of Environmental Review/Meetings/Management: reduction of \$15,257
Traffic subconsultants: reduction of \$6,000

The total cost reduction is \$38,256. The original scope of work was \$306,277, and will be \$250,231 with approval of this amendment.

The City followed the Tracy Municipal Code (TMC) procedures for hiring professional consultants, set forth in TMC Section 2.20.140. A Request for Proposals was issued on the City's website resulting in the receipt of nine proposals, and ultimately the selection of RBF Consulting. This work is anticipated to take approximately 12 to 18 months to complete.

STRATEGIC PLAN

The Tracy Hills project is planned to be a significant jobs center as well as a significant residential project for the City as it develops over time. The City's Economic Development Strategy establishes Goal 1 as "Job Creation". Tracy Hills is a mixed use project, with over 500 acres for industrial, office, and retail uses, which at build out over many years will accommodate thousands of new jobs and residents in Tracy.

FISCAL IMPACT

There will be no impact to the General Fund. The City entered into a Reimbursement Agreement with proponents of the Tracy Hills project on August 7, 2001, per City Council Resolution 2001-280 to cover the costs of staff time and consultant work related to the Tracy Hills project. RBF Consulting was selected to prepare environmental documents, and assist with the project after a competitive Request for Proposal process, conducted in accordance with Tracy Municipal Code Section 2.20.140. RBF's Professional Services Agreement was approved by City Council on April 19, 2011 by Resolution 2011-081.

RECOMMENDATION

Staff recommends that City Council, by resolution, approve Amendment One to the Professional Services Agreement with RBF Consulting to reduce the scope of work to a new total amount of \$250,231, and authorize the Mayor to execute the Amendment.

Prepared by: Bill Dean, Assistant DES Director

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

Attachment: Amendment 1 to Professional Services Agreement

**CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
TRACY HILLS SPECIFIC PLAN AMENDMENT
SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT**

This Amendment No. 1 (hereinafter "Amendment") to the Professional Services Agreement for the Tracy Hills Specific Plan Amendment Supplemental Environmental Impact Report is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and **RBF CONSULTING, INC.** (hereinafter "CONSULTANT").

RECITALS

- A. The City and CONSULTANT entered into a (hereinafter "Agreement") for the Professional Services Agreement for the Tracy Hills Specific Plan Amendment Supplemental Environmental Impact Report which was approved by the City Council on April 19, 2011, pursuant to Resolution No. 2001-081.
- B. Since the approval date of the original scope, staff has refined the level of work needed to update the Specific Plan and complete the environmental review;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. **Terms of Amendment.** Section 1 (Scope of Services) is amended to reflect a new Exhibit A to read as follows: CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. Section 2 (Time of Performance) is amended to reflect a new Exhibit A to read as follows: 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 Exhibit "A." Section 5.1 (Compensation) is amended to reflect a new Exhibit A to read as follows: CONSULTANT's fee for this Agreement is Not To Exceed \$250,231.00.
- 3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

CITY OF TRACY
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR
TRACY HILLS SPECIFIC PLAN AMENDMENT ENVIRONMENTAL IMPACT REPORT
Page 2 of 2

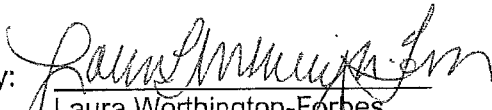
4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Subdivider and the City. This Amendment 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.

CITY OF TRACY

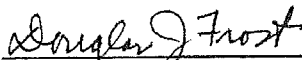
CONSULTANT
RBF Consulting

By: _____
Brent H. Ives
Title: Mayor
Date: _____

By: 
Laura Worthington-Forbes
Title: Senior Vice President
Date: 8/23/11

Attest:

By: _____
Sandra Edwards
Title: City Clerk
Date: _____

By: 
Douglas J. Frost
Title: Executive Vice President & CFO
Date: 8/23/11

Approved as to form

By: _____
Daniel G. Sodergren
Title: City Attorney
Date: _____

**SCOPE OF WORK TO PREPARE A FOCUSED SUPPLEMENTAL
 ENVIRONMENTAL IMPACT REPORT FOR THE
 TRACY HILLS SPECIFIC PLAN AMENDMENT**

I. PROJECT UNDERSTANDING

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City of Tracy (City) certified an Environmental Impact Report (EIR) for the Tracy Hills Specific Plan (proposed project) in January, 1998. Since certification of the EIR thirteen years ago, the project applicant has prepared a revised Specific Plan that proposes the following changes to the Specific Plan:

Table 1: Tracy Hills Specific Plan Update

Land Use Category	1998 Specific Plan (Acreage)	2010 Specific Plan (Acreage)	1998 Specific Plan (DU¹ or SF²)	2010 Specific Plan (DU or SF)	Net Change (DU, SF, or Acres)
Residential Estate (RE)	82.6	92.5	120 DU	121 DU	-1 DU
Low Density Residential (LDR)	539.3	597.5	1,888 DU	1,972 DU	+ 84 DU
Medium Density Residential (MDR)	557.3	548.3	3,065 DU	3,099 DU	+ 34 DU
High Density Residential (HDR)	35.4	30.8	425 DU	373 DU	-52 DU
Professional Office and Medical (POM)	96.7	83.9	842,450 SF	1,096,168 SF	+235,718 SF
Neighborhood Service (NS)	18.2	15.8	158,558 SF	172,412 SF	+13,854 SF
General Highway Commercial (GHC)	71.5	85.4	622,908 SF	929,547 SF	+306,639 SF
Village Commercial (VC)	21.8	9.4	189,922 SF	102,256 SF	-87,666 SF
Light Industrial (M-1)	383.7	377.8	4,178,493 SF	4,936,571 SF	+758,078 SF
Parks (P)	59.5	69.0	N/A	--	+9.5 Acres
Open Space (OS)	24.8	232.5	N/A	--	+207.7 Acres
Golf Course (OS)	190.6	--		--	-190.6 Acres
Open Space Buffers/Wildlife Habitat/Greenways (OS)	3,552.1	3,540.5			-11.6 Acres
Canal (CNL)	--	3.2	N/A	--	+3.2 Acres
Schools (Elementary and High School)	80.0	82.0	N/A	--	+2.0 Acres
Public Facilities and Infrastructure	438.1	406.3	N/A	--	-31.8 Acres
Total	6,174.9 Acre	6,174.9 Acre	5,499 DU and 5,992,331 SF	5,564 DU and 7,236,952 SF	65 DU 1,226,623 SF³

Notes:

1. DU=Dwelling Unit
2. SF=Square Feet
3. The update to the Tracy Hills Specific Plan would result in a net change of 65 DU; 1,226,623 square feet of Commercial/Office/Medical/Industrial uses; and elimination of the proposed golf course and increased open space within the project area.

Through negotiations with the U.S. Fish and Wildlife Service and the State Department of Fish and Game, approximately 3,540.5 acres of project area would be set aside as multi-species wildlife habitat for the purpose of mitigating the impact of development on all potential endangered species in the project area. In addition, approximately 301.5 acres are proposed for passive and active recreation facilities, including park facilities.

The 2010 *Tracy Hills Specific Plan* proposes the following changes:

- An increase of 84 Low Density Residential (LDR) units and 34 Medium Density Residential Units (MDR);
- A decrease of 1 Residential Estate (RE) unit and 52 High Density Residential (HDR) units;
- An increase of 1,226,623 square feet of Commercial/Office/Medical/Industrial uses; and
- Redesignation of the 18-hole (190.6 acre) golf course previously proposed in the 1998 Specific Plan as open space.

The City recommends the preparation of a Supplemental EIR to address potentially significant impacts that could result from proposed changes in the Tracy Hills Specific Plan, including: air quality, greenhouse gas emissions/climate change, noise, transportation and traffic, biological resources, as well as utilities and public services.

II. SCOPE OF WORK

RBF will prepare an Administrative Draft Supplemental EIR, Draft Supplemental EIR, Final Supplemental EIR and related work products for the update to the *Tracy Hills Specific Plan*. These documents will be prepared in accordance with CEQA (Section 21000 *et seq.* of the California Public Resources Code) and the CEQA Guidelines (California Code of Regulations Section 15000 *et seq.*).

1.0 PROJECT INITIATION

Kickoff Meeting

RBF will attend one (1) project kickoff meeting to clarify program objectives, identify key issues, gather background documents (e.g. relevant technical studies prepared by the project applicant), and discuss expectations for the proposed project with the City. RBF will review the project schedule with the City and refine as necessary. *This task will occur via teleconference or email only.*

Consultation with Responsible and Trustee Agencies

As indicated in Section 15083 of the State CEQA Guidelines, public agencies have found that early consultation solves many potential conflicts that could arise later in the review process. RBF will informally contact affected local, state and federal responsible and/or trustee agencies early in the EIR process to identify potential environmental issues or concerns. The SEIR budget allows up to eight hours for this task. *This task has been eliminated and is anticipated to be undertaken by the Applicant, by the City, or a combination of both.*

Notice of Preparation

RBF will prepare the Notice of Preparation (NOP) for the Project. The NOP package will be prepared pursuant to Section 15082(a) of the CEQA Guidelines. One camera-ready copy of the completed NOP will be forwarded to the City for reproduction and distribution to the State Clearinghouse, affected agencies and other interested parties. This scope of work assumes that the City will be responsible for the preparation of all public notices for the NOP and distribution of the NOP pursuant to CEQA requirements. RBF will review all public and agency comments submitted to the City in response to the NOP and identify issues of particular concern and will clarify/refine the scope of work for the SEIR. Additional analytical tasks not included in this proposal will be identified during this task.

2.0 ADMINISTRATIVE DRAFT SEIR

2.1 Introduction and Purpose

The Introduction will cite the provisions of CEQA applicable to the proposed project. This section will identify the purpose of the SEIR, statutory authority, scoping procedures, SEIR format, listing of responsible and trustee agencies, and documentation incorporated by reference, including all relevant provisions of the previously approved *Tracy Hills Specific Plan*.

2.2 Executive Summary

RBF will prepare an Executive Summary for the SEIR including a project summary that summarizes the proposed changes to the *Tracy Hills Specific Plan*; an overview of project impacts; mitigation measures and levels of significance after mitigation; and a summary of project alternatives. The Executive Summary will be presented in a table format with supporting text.

2.3 Project Description

The Project Description will detail the project location, characteristics of the project site, background and history of the project, proposed changes to the *Tracy Hills Specific Plan*, project objectives as proposed by the project applicant, and permits and approvals that are required for the project based on available information. This section will also include a summary of the local environmental setting for the project and exhibits depicting the regional and site vicinity. *For purposes of cost efficiency, it is assumed that the "heavy lifting" of the Project Description will be conducted/prepared by the Applicant, including preparation of comprehensive project objectives, the site location, surrounding land uses, project characteristics, background and history of the project, requested permits, discretionary actions and approvals, and finally, project phasing. RBF will then provide an "objective review" of the Project Description and convert the description into EIR format. For ease of Applicant preparation, we will provide a "template" of the Project Description format that we will be utilizing for EIR preparation.*

2.4 Impact Analysis

The Impact Analysis section of the SEIR will thoroughly discuss the existing conditions for each environmental issue area included in the Supplemental EIR, identify short-term impacts associated with project construction and long-term impacts associated with operation of the proposed project, and indicate the level of significance for each impact. RBF will evaluate potential impacts relative to the thresholds of significance contained in Appendix G of the CEQA Guidelines. Feasible mitigation measures will be recommended to reduce the significance of impacts and the resulting level of significance after mitigation will be identified. Environmental issues raised during the scoping process (responses to the Notice of

Preparation) will also be evaluated. If an environmental issue is raised during the scoping meeting that is not included in this Scope of Work, the Scope of Work may need to be augmented. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical studies prepared by the project applicant, the *City of Tracy General Plan* and *General Plan EIR*, as well as technical studies prepared as part of the Supplemental EIR.

This section will include an analysis of the following environmental issue areas: 1) Air Quality; 2) Greenhouse Gases/Climate Change; 3) Noise; 4) Transportation and Traffic; 5) Utilities and Public Services; and 6) Biological Resources. These sections are proposed primarily to evaluate the proposed increase of 1,244,621 square feet of Commercial/Office/Medical/Industrial uses proposed in the proposed *Tracy Hills Specific Plan Update*, as well as to address regulatory changes since certification of the SEIR in 1998.

2.4.1 Air Quality

The City of Tracy is located within the San Joaquin Valley Air Basin (SJVAB), which is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). Baseline and project setting meteorological and air quality data developed through the California Air Resources Board (CARB) and climatological and air quality profile data gathered by the SJVAPCD and CARB will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring stations will be included to help highlight existing air quality local to the proposed project site. The current status and applicability of the SJVAPCD's Air Quality Attainment Plans (Ozone and Particulate Matter) and Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) will be described. An overview of the nature and location of existing sensitive receptors will be also provided.

Equipment exhaust and fugitive dust emissions resulting from construction activities will be quantified using URBEMIS 2007. Based on data and assumptions provided by the project Applicant, the analysis will estimate equipment exhaust emissions utilizing the latest emission factors as prescribed by CARB and the EMFAC2007 and OFFROADS2007 models. Emissions from soil hauling activities will also be quantified, if necessary. Fugitive dust emissions will be quantified based upon the area to be graded per day. RBF will also qualitatively discuss naturally occurring asbestos impacts as they relate to the proposed construction activities.

Construction of the proposed project is expected to result in increased concentrations of one or more toxic air contaminants (TAC), potentially exposing existing nearby residents to the proposed project. RBF will follow guidance from the California Air Pollution Control Officers Association (CAPCOA), Health Risk Assessments for Proposed Land Use Projects (July 2009). The Office of Environmental Health Hazard Assessment (OEHHA) provides the Air Toxics Hot Spots Program Risk Assessment Guidelines (August 2003), the SCAQMD provides the Supplemental Guidelines for Preparing Risk Assessments for the Air Toxics "Hot Spots" Information and Assessment Act (AB2588) (July 2005), and the Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (August 2003) for guidance. A screening level assessment will be conducted following these guidelines. For this project, the principle source of TAC during construction is expected to be the diesel-powered construction equipment.

RBF will quantify vehicular and area source emissions then provide a comparison to the SJVAPCD thresholds of significance. The emissions will be quantitatively derived utilizing the EMFAC2007 and URBEMIS2007 models. The indirect, direct, and cumulative emissions will also be analyzed in the context of the SJVAPCD's Indirect Source Review Guidelines, and will also consider health related impacts. A formal Health Risk Assessment is not included in this scope of work. If project traffic warrant Carbon Monoxide Hotspot modeling, RBF will model all intersections utilizing the BREEZE ROADS model to evaluate localized hot-spots of carbon monoxide.

This scope of work assumes that the applicant will provide detailed construction phasing and grading/excavation/paving quantities associated with the proposed Tracy Hills Specific Plan Update. *We based our original budget on past experience with the City as well as experience with the local air district (SJVAPCD). Please note that our proposed 10% reduction in budget for this task reduces our ability to accommodate more than one round of minor revisions or changes to the project.*

2.4.2 Greenhouse Gases/Climate Change

RBF will review the land use data associated with the proposed project. Based on this review, RBF will prepare an inventory of the GHG emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. The emissions inventory will be compiled consistent with the methodology prescribed by CARB in the Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories (June 2010).

The analysis will determine the project's impact based on the methodology and significance criteria established by the SJVAPCD document, Guidance for Valley Land-Use Agencies in Addressing GHG Emissions Impacts for New Projects Under CEQA (December 17, 2009). The SJVAPCD methodology involves determining if the project is consistent with the Assembly Bill 32 mandate of reducing GHG's by approximately 29 percent beyond "Business as Usual" conditions. The GHG reduction associated with the project's design features and potential mitigation measures will be quantified utilizing the SJVAPCD's GHG Emissions Reduction Tool, which includes Best Performance Standards for development projects.

In July 2010, the City of Tracy developed a Sustainability Action Plan, which provides numerous sustainability measures related to energy, transportation and land use, solid waste, and water. Based on detailed information provided by the project applicant, RBF will determine the project's consistency with the City's Sustainability Action Plan (July 2010). Consistency with the sustainability measures as well as the SJVAPCD's GHG mitigation measures will be utilized to calculate the project's GHG emissions reduction from "Business as Usual" conditions.

RBF assumes that the project applicant will provide a detailed listing of all water/energy conservation and sustainability measures that will be incorporated into the design. From this list, RBF will determine applicability to the SJVAPCD's Best Performance Standards and calculate the project's GHG emissions reductions from "Business as Usual" conditions. Any planned sustainable project features will also be provided. Assuming this list is thorough and conforms to the list of sustainable measures outlined in the Sustainability Action Plan, RBF will then utilize this information to determine the project's significance in relation to the thresholds in Appendix G of the CEQA Guidelines. *In order for us to meet our proposed "reduced" budget, we will need to have the Applicant provide this detailed information (upfront) and a commitment to implementing sustainability measures per the SJVAPCD GHG reduction measures, as well as the Tracy Sustainability Action Plan measures.*

It should be noted that the City's Sustainability Action Plan does not achieve the SJVAPCD's 29 percent reduction threshold for GHG emissions. The General Plan EIR found a significant GHG impact in this regard. Therefore, project compliance with the Sustainability Action Plan would not necessarily reduce impacts to a less than significant level.

2.4.2-a Health Risk Analysis

A health risk analysis for the residential development near I-580 in Tracy will be prepared by Illingworth & Rodkin. The risk analysis would include evaluation of diesel particulate matter (DPM) and total

organic toxic air contaminants (TACs) or TOG TACs from vehicles traveling on I-580. Emissions of DPM and TOG TACs would be calculated for 3 years, the project year and 2 future years (e.g., 2010, 2020, and 2025). Emissions from each of these years would be used in modeling concentrations in development area. The 70-year cancer risks will be calculated as a time-weighted average cancer risk using the modeled concentrations for each of the emission years.

Air quality dispersion modeling would be conducted using either the Cal3QHER mobile source model or the AERMOD model for each of the emission scenarios developed (we would confirm the model selection with the District). Hourly meteorological data will be used for the modeling analysis. Depending on the dispersion model used, 3 to 5 years of meteorological data for Tracy are available. For the AERMOD model, the SJVAPCD has 5 years of meteorological data (2004 - 2008) that can be used. If the Cal3QHER model is used, there are 3 years of meteorological data available (1997 - 1999). These data were originally developed for the East Altamont Power Project and are based on wind speed and direction data from Tracy and stability data derived from Stockton airport data. The specific approach used for the health risk analysis will be developed based on discussions with the SJVAPCD. If necessary, a brief risk analysis and modeling protocol will be prepared and submitted to the SJVAPCD.

A report would provide the summary of the emission calculations, modeling results and cancer risk calculations, along with figures showing the project site, modeling links, and receptor locations

2.4.3 Noise

RBF will review applicable local noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. RBF will conduct a site visit throughout the project area. During the site visit, RBF will conduct six noise measurements throughout the project area. The noise measurements will evaluate noise exposure due to traffic while accounting for local topography, shielding from existing structures, and variations in travel speed.

Noise and vibration impacts from construction sources will be qualitatively analyzed. The construction impacts will be generally evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications and the Federal Transit Administration's vibration analysis guidance.

Potential effects of stationary noise sources will be evaluated based on local land use compatibility standards. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate. Additionally, noise impacts to the surrounding uses will be analyzed. However this scope of work assumes that the noise analysis of the Lawrence Livermore National Laboratory (LLNL) from the certified EIR is still adequate and would not need to be revised as part of this analysis.

The proposed project is anticipated to generate an increase in vehicular traffic trips from future growth associated with an increase of 1,244,621 square feet of Commercial/Office/Medical/Industrial uses over what was analyzed in the EIR that was certified in 1998. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The analysis will focus on noise impacts associated with the development of the proposed project. Model input data will include average daily traffic volumes, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. Traffic parameters necessary for the model input will be obtained from the traffic impact analysis.

2.4.3 Transportation/Traffic

Based on preparation of a Traffic Impact Analysis (TIA) prepared by RBF, the Transportation/Traffic section of the EIR will include an evaluation of and how project phasing would impact construction of the City's road network elements. A major concern that has been identified is the technical approach to evaluation of the project phasing relating to the TMP scenarios (Year 2035), General Plan (Year 2030), and ultimate buildout of the Specific Plan within the overall framework of the EIR. Thus, RBF recommends a strategic effort where the scope, technical analysis, potential impacts and phasing be addressed through close collaboration between the RBF team and City staff, with input on phased timing and cost from the project applicant, if required. This will be a very important step in streamlining the traffic analysis for EIR and accommodating the City's General Plan and the TMP within the buildout realm of the Tracy Hills Specific Plan. Fehr and Peers will provide modeling support for the various phases and road network alternatives for the strategic and analysis phases of the study.

Once the scope of work and approach has been refined, traffic counts and the Traffic Impact Analysis will be conducted to conform to CEQA requirements for the project phases and ultimate buildout as indicated for both project and cumulative conditions.

Strategic Development Plan

The Tracy Hills Specific Plan is anticipated to develop in phases and roadway network improvements will only occur as the project builds its allocated units. Major infrastructure for the development includes the Corral Hollow Road interchange, the Lammers Road interchange and the extension of these roads southwards to I-580. The residential character of the Tracy Hills project would result in traffic distributing within and throughout the City on the major roadway network system to the north of I-205. This characteristic, together with phasing and ultimate buildout of the Specific Plan Update will be a major challenge to evaluate, and we will work closely with City staff to address these concerns. Following is a short list of strategic concerns:

- Phase 1 Land use assumptions and subsequent road network requirements
- Tracy General Plan Buildout (2030) land use assumptions and subsequent road network improvements
- Tracy TMP (2035) Land use assumptions and subsequent road network improvements
- Tracy Hills Buildout, possibly on the TMP or Buildout road network on a programmatic level (roadway segments only)

Specific Plan Revision and Refinement (Optional)

As an optional task, RBF will work with the project applicant to address transportation and circulation within the revised Specific Plan:

- Develop a phasing plan that includes the vision of the Specific Plan, yet incorporates the City TMP land use uptake and is coordinated with roadway infrastructure development;
- Develop goals for smart growth;
- Develop overall transportation goals and objectives for the Specific Plan revision;
- Refine the roadway connections taking cognizance of the TMP;
- Cross check and possibly revise the Specific Plan with the General Plan goals and objectives as it relates to transportation and traffic;
- Provide connectivity for pedestrians and bicycles; and
- Develop roadway cross sections to facilitate smart growth.

Traffic Impact Analysis

The Transportation and Traffic section will evaluate the first phase of the Specific Plan Update at a project-level and the remaining phases of the Specific Plan Update at a program-level.

The following conditions and intersections will be analyzed:

- Existing Conditions
- Existing Plus Project Phase 1
- Interim Year with Buildout of Phase 1
- Future Year (2030) General Plan Without Project – (With TMP roadway network)
- Future Year (2030) General Plan With Project (land use to be determined) – (With TMP roadway network)
- –TMP land uses and road network with the project Buildout – programmatic evaluation only and referenced from the 2011 TMP.
-

On-Site Study intersections/Segments - RBF will study up to 8 roadways/intersections as shown in the attached map. Some of these intersections are located at collector streets that will connect to the City Master Plan roadway network.

Off-Site Study Intersections/Segments - Off-Site study intersections will be determined based on trip distribution from the Tracy Hills Travel Demand Model. For phase 1 of the project traffic will distribute along majority of the existing roadway network and up to 12 intersections will be studied. Once additional phases develop, additional roadways will be built out. RBF will study up to 20 intersections with the revised road network configuration.

2.4.4 Public Services and Utilities

Based on changes in the proposed *Tracy Hills Specific Plan Update* since certification of the EIR in 1998, RBF will prepare a revised Public Services and Utilities section. The following tasks will be conducted to prepare this section of the EIR:

- Contact service providers to determine existing service levels in the project area, including documentation regarding existing staff levels, equipment and facilities, and planned service expansions;
- Discuss proposed changes to the number of school facilities provided within the updated Tracy Hills Specific Plan and any potential impacts to the Tracy Unified School District;
- Address impacts to the City's water supply system and infrastructure and wastewater treatment plant, as well as potential increases in solid waste; and
- Describe City policies, programs, and standards associated with the provision of public services and utilities.

RBF will work closely with the City's consultants preparing the infrastructure master plans for this task.

2.4.5 Biological Resources

The City understands that the project applicant has conducted subsequent biological investigations since certification of the prior EIR. We have retained sufficient budget in this task to provide an independent peer review (in-house) and utilize the information provided to prepare the biotic resources section of the EIR. If there are inadequacies in the biological investigations conducted since certification of the prior EIR, a contract amendment will be required to address the deficiency so as to ensure a defensible CEQA document.

2.4.3 Other Issues

RBF will assess any other issues that may be discovered in the review of comments received in response to the Notice of Preparation. If major issues are discovered, RBF will discuss them with the City and determine whether revisions to the Scope of Work and fee are necessary.

1.4.4 Effects Found Not to be Significant

RBF will describe effects found not to be significant, in accordance with Section 15128 of the CEQA Guidelines, by listing them with brief explanations of why they are not significant and by referral to the evidence supporting the finding in the Initial Study.

2.5 Growth Inducing Impacts

RBF will discuss potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126.2. The potential for the project to reduce obstacles to future development (e.g., provide new infrastructure or links between discontinuous infrastructure distribution lines) will be considered. The analysis in this section will be based on data from the California Department of Finance and U.S. Census Bureau for the City of Tracy.

2.6 Cumulative Impacts

In accordance with CEQA Guidelines Section 15130, this section will discuss the cumulative impacts of the project “when the project’s incremental effect is cumulatively considerable.” “Cumulatively considerable” means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past, current and probable future projects.

RBF will define the appropriate study area for the cumulative analysis. The potential for impacts and levels of significance will be based on the effects of the proposed project combined with the effects of other known and probable future projects. RBF will evaluate cumulative impacts for each of the identified environmental issue areas. Mitigation measures will be recommended where appropriate to reduce the level of significance of identified cumulative impacts.

2.7 Alternatives

If new significant impacts are identified within the Supplemental EIR, RBF will evaluate if the existing alternatives to the proposed project or new alternatives would reduce significant and unavoidable impacts of the proposed Tracy Hills Specific Plan Update. *This task assumes no new significant impacts are identified, and thus a new section of the EIR will not be required. The budget has been modified accordingly.*

2.8 Complete Administrative Draft EIR

RBF will respond to one complete set of written comments on the Administrative Draft EIR. RBF will prepare a "Screencheck" Draft EIR with all the changes highlighted to assist with the final check of the document. Five copies of the Administrative Draft EIR and two copies of the "Screencheck" Draft EIR will be provided to the City.

2.9 EIR GRAPHIC EXHIBITS

The EIR will include a maximum of twenty (20) exhibits to enhance the written text and clarify the proposed project's environmental impacts. Using state-of-the-art computer design equipment and techniques, our in-house graphic design team will create professional quality, black and white or full color exhibits for the EIR. All exhibits will be 8½" x 11" or 11" x 17" in size.

3.0 DRAFT EIR

RBF will respond to comments on the "Screencheck" Draft EIR (anticipated to only require editorial or other "non-substantive" changes) and will produce the Draft EIR for the required 45-day public review period. RBF will also prepare a Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR) and distribution to the public.

RBF will provide 50 copies of the Draft EIR to the City along with a camera-ready original for reproduction and an electronic copy.

4.0 FINAL EIR

4.1 Response to Comments/Administrative Final EIR

City staff will provide RBF with one complete set of comments on the Draft EIR. Upon review of the comments, RBF will meet with staff to discuss the comments and agree upon strategies to respond to key comments.

Following the meeting with the City, RBF will respond to all comments received on the Draft EIR during the 45-day public review period. RBF will prepare thorough, reasoned and sensitive responses to relevant environmental issues. RBF assumes that no new analysis will be required to respond to public comments. RBF will prepare an errata, if required, to summarize changes necessary to the Draft EIR derived from written responses to comments. To facilitate use of the errata by the City, RBF will indicate Draft EIR changes with bold and underline text (**bold, underline**) for text additions and strike out (~~strike out~~) for any deleted text. This task includes written responses to both written and verbal comments received on the Draft EIR (including review of hearing transcripts, as required). A draft Response to Comments document will be prepared for review by City staff (one review cycle is anticipated). RBF has allocated 80 hours of professional and technical staff time for the completion of this task.

Five copies of the Administrative Final EIR will be provided to the City.

4.2 Final EIR

The Final EIR will consist of a list of individuals and public agencies commenting on the Draft EIR, the comment letters received, an errata (if needed) to summarize changes to the Draft EIR, written Responses to Comments and a Mitigation Monitoring and Reporting Program (MMRP) (refer to Task 3.4).

RBF will provide the City with 50 copies of the Final EIR, along with a camera-ready original for reproduction and an electronic copy.

All mapping, exhibits, summary tables, and draft documents will become the property of the City upon completion of the Final EIR. RBF will provide the document(s) on a computer disc compatible with the City's word processing program.

5.0 Mitigation Monitoring and Reporting Program (MMRP) and Noticing, Findings and Statement of Overriding Considerations

To comply with Public Resources Code Section 21081.6, RBF will prepare an MMRP for adoption by the City at the time of project approval. The body of the MMRP will be in a table format.

RBF will work with City staff to identify the mitigation monitoring steps/procedures to ensure that mitigation measures are implemented as intended. The MMRP will describe the authority for the MMRP, the mitigation measures to be implemented, as amended in the errata for the Final EIR, the timing for implementation of the measures and the agency or individual responsible for their implementation. The MMRP will also include a column to verify (via documentation or field checks, for example) implementation of the measure, date of verification, and pertinent remarks.

This task will also include completing of noticing for the proposed project, including the Notice of Completion (NOC) and the Notice of Determination (NOD) for filing by the City.

Upon completion of the Final EIR, RBF will prepare Draft Findings and Evidence, as well as a Statement of Overriding Considerations for any significant and unavoidable impacts of the proposed project for consideration by the City Council.

6.0 COORDINATION OF ENVIRONMENTAL REVIEW AND MEETING ATTENDANCE

RBF will establish a communication link with City staff in order to maintain an orderly flow of communication and coordination. Laura Worthington-Forbes will be the Principal-in-Charge and Erika Spencer will be the Project Manager and will ensure that all commitments made to the City are completed on schedule and within budget as expeditiously as possible. Project coordination will include telephone communications, in-person meetings and e-mail correspondence between the City and RBF. This task assumes attendance of up to 6 two-hour bi-weekly project meetings with the City and project team, and two three-hour Planning Commission and City Council meetings. Additional meetings may be attended on a time and materials basis at the direction and/or with the approval. This task also assumes additional time for project management and coordination.

7.0 PERSONNEL

The following RBF personnel would be working on the Tracy Hills Specific Plan Amendment EIR.

Laura Worthington-Forbes, Project Director
Erika Spencer, Project Manager
Kristie Wheeler, Senior Environmental Planner

Kara Spencer, Environmental Specialist
Frederik Venter, P.E., Senior Transportation Engineer
Arshad Syed, Transportation Engineer
Eddie Torres, INCE, Air Quality and Noise Specialist
Achilles Malisos, Air Quality and Noise Specialist
Jonathon Schuppert, Environmental Analyst
Shelly Tegge, Administrative Assistant

8.0 FEE PROPOSAL

Please see enclosed fee proposal.

9.0 SCHEDULE

Please see enclosed schedule.

Tracy Hills Specific Plan Update Proposal

Fee Estimate



PROFESSIONAL FEES FOR PLANNING CONSULTING SERVICES									
	Project Director	Project Manager	Traffic/Senior Engineer	Environmental Specialist	Transportation Planner	Environmental Analyst/Graphics	Admin Support	TOTAL HOURS	ESTIMATED COST (T&M)
	\$265	\$165	\$195	\$138	\$110	\$100	\$63		
TASKS									
1.0 Project Initiation									
Kickoff Meeting	6	8		4				18	\$3,462
Consultation with Responsible and Trustee Agencies	0	0		0				0	\$0
Prepare Notice of Preparation	4	8		24		4	3	43	\$6,281
2.0 Administrative Draft EIR									
Introduction and Purpose		1		4		1		6	\$817
Executive Summary		6		8		3		17	\$2,394
Project Description	2	8		32		16		58	\$7,866
Air Quality	3	6		57		4		70	\$10,051
Biological Resources	2	6		6		4		18	\$2,748
Greenhouse Gases/Climate Change	2	6		45		3		56	\$8,030
Noise	2	4		49		4		59	\$8,352
Public Services and Utilities	3	8		32		4		42	\$6,931
Transportation and Circulation	2	8	180		260	200		650	\$85,550
Other Issues	1	4						5	\$925
Effects Found Not to be Significant	1	5		3				9	\$1,504
Growth Inducing Impacts	1	6		6				13	\$2,083
Cumulative Impacts	3	8		24				35	\$5,427
Alternatives	3	8		16			8	35	\$4,827
3.0 Draft EIR									
Prepare Public Review Draft	6	16		24			8	54	\$8,046
4.0 Final EIR									
Prepare Final EIR	8	32		40				80	\$12,920
5.0 Mitigation Monitoring Program									
Prepare the Mitigation Monitoring Program, Noticing, Findings and Statement of Overriding Considerations	1	8		48		6		63	\$8,809
6.0 Coordination of Environmental Review/Meetings/Management									
Coordination of Environmental	60	60		16				136	\$28,008
Subtotal Hours	110	216	180	438	260	249	19	1,467	
Subtotal - Labor Cost	\$29,150	\$35,640	\$35,100	\$60,444	\$28,600	\$24,900	\$1,197	\$215,031	\$215,031
Deliverables and Direct Costs									
Direct Expenses (Travel, mailing, etc.)									\$3,000
Deliverables									\$1,200
Deliverables and Direct Costs Subtotal									\$4,200
Subconsultants									
Fehr and Peers - Traffic Modeling									\$24,000
Ilingworth & Rodkin-Health Risk Analysis									\$7,000
Subtotal-Subconsultants									\$31,000
Optional Tasks									
Transportation and Traffic - Specific Plan Revisions and Refinement									\$0
Greenhouse Gase Analysis - Optional Task									\$0
Biological Resources H.T. Harvey and Associates									\$0
Subtotal - Direct Cost									\$0
TOTAL ESTIMATED FEES									\$250,231
Total ESTIMATED FEES (With Optional Tasks)									\$250,231

Tracy Hills Specific Plan Update Environmental Impact Report



Task No.	Project Schedule	START DATE	FINISH DATE	April 2011 - March 2012												
				April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	
1.0	Project Initiation	Jan. 2011	Dec. 2011													
	Kickoff Meeting	Apr-2011	Apr-2011													
	Consultation with Responsible and Trustee Age	May-2011	May-2011													
	Notice of Preparation (NOP)	May-2011	May-2011													
2.0	Prepare Administrative EIR	Apr-2011	Oct. 2011													
	Prepare Technical Reports (e.g. TIA, etc.)	Apr-2011	Aug. 2011													
	Complete ADEIR	May-2011	Sept. 2011													
	City Review of Administrative Draft ADEIR	Sept. 2011	Oct. 2011													
3.0	Draft EIR	Oct. 2011	Nov. 2011													
	Prepare Public Review Draft	Oct. 2011	Nov. 2011													
	45-day Public Review	Nov. 2011	Dec. 2011													
4.0	Final EIR	Dec-2011	Jan. 2012													
	Prepare Response to Comments & FEIR	Dec. 2011	Jan. 2012													
5.0	Prepare MMRP	Jan. 2012	Jan. 2012													
	Prepare MMRP	Jan. 2012	Jan. 2012													
6.0	Project Management/Meetings	Feb. 2012	Mar-2012													
	Planning Commission & City Council Mtgs.	Feb. 2012	Mar-2012													
	City Council Meetings															

RESOLUTION 2011- _____

APPROVING AMENDMENT ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE TRACY HILLS SPECIFIC PLAN AMENDMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, On April 19, 2011, City Council approved a Professional Services Agreement (PSA) with RBF Consulting to complete environmental documentation work associated with the Tracy Hills project, and

WHEREAS, Since the approval date of the original scope, staff and the project applicants have discussed the project objectives, and refined the level of work needed to update the Specific Plan and complete the environmental review, and

WHEREAS, The original scope of work was \$306,277, and will be \$250,231 with approval of this amendment, and

WHEREAS, A Request for Proposals was issued on the City's website resulting in the receipt of nine proposals, and ultimately the selection of RBF Consulting, and

WHEREAS, There will be no impact to the General Fund. The City entered into a Reimbursement Agreement with proponents of the Tracy Hills project on August 7, 2001, per City Council Resolution 2001-280 to cover the costs of staff time and consultant work related to the Tracy Hills project.

NOW, THEREFORE, BE IT RESOLVED That City Council approves Amendment One to the Professional Services Agreement with RBF Consulting to reduce the scope of work to a new total amount of \$250,231, and authorize the Mayor to execute the Amendment.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 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**AUTHORIZATION OF CONTRACT LABORATORY SERVICES FOR FISCAL YEAR 2011 - 2012**EXECUTIVE SUMMARY

The City contracts for laboratory services for testing not performed by the Public Works laboratory. This testing is more complex, specialized analysis and is needed for compliance with State and Federal regulatory mandates for water and wastewater systems.

DISCUSSION

The City contracts for laboratory services for testing not performed by the Public Works laboratory. This testing consists of the more complex, specialized analyses that are needed for compliance with State and Federal regulatory mandates for water and wastewater systems. The services provided by the contract laboratories include testing for metals, inorganic compounds, organic chemicals, and three-species bioassay testing using algae, daphnia, and rainbow trout to ensure there is no chronic toxicity in the treated wastewater. Contract laboratory services are also used to determine the amount of virus and pathogen reduction in the City's wastewater sludge.

A Request for Proposals was sent to various laboratories. Montgomery Watson Laboratories was the low bid for the majority of testing services. Other laboratories are being utilized for specific testing that is only provided by that laboratory, or could not be conducted by Montgomery Watson.

<u>LABORATORY NAME</u>	<u>ESTIMATED AMOUNT</u>	<u>METHODOLOGY</u>
Montgomery Watson Laboratories	\$100,000	Inorganics/Organics
Caltest ^A	\$ 40,000	Inorganics/Organics
Sierra Foothill Laboratory ^B	\$ 12,000	Chronic Bioassay
Alpha Analytical Laboratory ^C	\$ 22,000	Inorganics/Organics
BioVir Laboratories, Inc. ^D	\$ 6,000	Viruses/Pathogens Giardia/Cryptosporidium

Footnotes:

A – Caltest is the only laboratory in this area that meets the Method Detection Limit for mercury and methyl mercury.

B – Sierra Foothill is the only laboratory in this area that performs chronic toxicity testing.

C – Alpha Analytical is used for industrial pretreatment, storm, and soil analysis because Montgomery Watson does not do this testing.

D – BioVir is the only laboratory in this area that performs virus, pathogen, giardia, and cryptosporidium testing.

The term of these laboratory services is for one year.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no impact to the General Fund. Funding is approved in the Fiscal Year 2011-12 operational budget for contract laboratory services.

RECOMMENDATION

That the City Council, by resolution, authorize contract laboratory services for Fiscal Year 2011 - 2012 to the recommended laboratories.

Prepared by Erich Delmas, Laboratory Supervisor

Reviewed by Kevin Tobeck, Director of Public Works

Approved by Leon Churchill, Jr., City Manager

RESOLUTION _____

AUTHORIZING CONTRACT LABORATORY SERVICES FOR FISCAL YEAR 2011 - 2012

WHEREAS, The City contracts for laboratory services for testing not performed by the Public Works laboratory and this testing consists of the more complex, specialized analyses that are needed for compliance with State and Federal regulatory mandates for water and wastewater systems, and

WHEREAS, Montgomery Watson Laboratories was the low bid fro the majority of testing services, and

WHEREAS, Other laboratories are being utilized for specific testing that is only provided by that laboratory, and

<u>LABORATORY NAME</u>	<u>ESTIMATED AMOUNT</u>	<u>METHODOLOGY</u>
Montgomery Watson Laboratories	\$100,000	Inorganics/Organics
Caltest ^A	\$ 40,000	Inorganics/Organics
Sierra Foothill Laboratory ^B	\$ 12,000	Chronic Bioassay
Alpha Analytical Laboratory ^C	\$ 22,000	Inorganics/Organics
BioVir Laboratories, Inc. ^D	\$ 6,000	Viruses/Pathogens Giardia/Cryptosporidium

WHEREAS, The term of these laboratory services is for one year, and

WHEREAS, There is no impact to the General Fund; funding is available in the approved budget.

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes Contract Laboratory Services for Fiscal Year 2011 - 2012 to the recommended laboratories.

RESOLUTION _____

Page 2

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 6th day of September, 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

ACCEPTANCE OF THE LOWELL AVENUE BIKEWAY IMPROVEMENTS PROJECT - CIP 78113, COMPLETED BY COASTSIDE CONCRETE, OF SANTA ROSA, CALIFORNIA, AND AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

EXECUTIVE SUMMARY

The contractor has completed construction of the Lowell Avenue Bikeway Project - CIP 78113, 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 April 5, 2011, City Council awarded construction of the Lowell Avenue Bikeway Project - CIP 78113, to Coastside Concrete in the amount of \$44,671.

The project replaced the existing 5 foot sidewalk with a 12 foot wide combination Class 1 bike path and sidewalk along Lowell Avenue in front of the Dorlane Thrasher Park. Completion of this portion of the bike path provides a continuous bike path from Grant Line Road along Orchard Parkway and Lowell Avenue east to the existing south storm drainage channel crossing Lowell Avenue.

The scope of work for this project included installation of approximately 2,500 square feet of concrete sidewalks, 1,700 square feet of AC pavement, 3,500 square feet of landscaping and irrigation, metal picket fencing, curb ramp, and crosswalk. The project was funded from a Measure K Bikeway grant.

One change order was issued in the amount of \$500 for this project which consisted of installation of two extra trees.

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 exceeded the contract quantities in the amount of \$2,595. These quantities were paid in accordance with the bid unit prices listed in the contract and are listed as overrun quantities.

Status of budget and project costs is as follows:

A. Construction Contract Amount	\$44,671.00
B. Change orders	\$ 500.00
C. Over run of Quantities	\$ 2,595.00
D. Design, construction management, inspection, Testing, & miscellaneous expenses	\$22,179.50

E. Project Management Charges	<u>\$25,194.89</u>
Total Project Costs	\$95,140.39
Budgeted Amount	\$200,196.00

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

STRATEGIC PLAN

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

FISCAL IMPACT

CIP 78113 is an approved Capital Improvement Project with sufficient funding and there will be no fiscal impact to the General Fund. All remaining funds will be transferred back into the Proposition K Transportation Tax Fund 242.

RECOMMENDATION

That City Council, by resolution, accept the construction of awarded construction of Lowell Avenue Bikeway Project - CIP 78113, completed by Coastside Concrete of Santa Rosa, 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 2011- _____

ACCEPTING THE LOWELL AVENUE BIKEWAY IMPROVEMENTS PROJECT - CIP 78113, COMPLETED BY COASTSIDE CONCRETE, OF SANTA ROSA, CALIFORNIA, AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

WHEREAS, On April 5, 2011, City Council awarded construction of the Lowell Avenue Bikeway Project - CIP 78113, to Coastside Concrete in the amount of \$44,671, and

WHEREAS, One change order was issued in the amount of \$500 for this project which consisted of installation of two extra trees, and

WHEREAS, According to the City's inspection records, actual field measurement quantities exceeded the contract quantities in the amount of \$2,595, and

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

Construction Contract Amount	\$44,671.00
Change orders	\$ 500.00
Over run of Quantities	\$ 2,595.00
Design, construction management, inspection, Testing, & miscellaneous expenses	\$22,179.50
Project Management Charges	<u>\$25,194.89</u>
 Total Project Costs	 \$95,140.39
 Budgeted Amount	 \$200,196.00

WHEREAS, CIP 78113 is an approved Capital Improvement Project with sufficient funding and there will be no fiscal impact to the General Fund. All remaining funds will be transferred back into the Proposition K Transportation Tax Fund 242.

NOW, THEREFORE, BE IT RESOLVED That City Council accepts construction of the Lowell Avenue Bikeway Project - CIP 78113, completed by Coastside Concrete of Santa Rosa, California, 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 the Tracy City Council on the 6th day of September, 2011 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 1.J

REQUEST

APPROVE TASK ORDER 10 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) HA-07-01 WITH HARRIS AND ASSOCIATES FOR PROVIDING ON CALL PROGRAM MANAGEMENT SERVICES FOR MULTIPLE PROJECTS

EXECUTIVE SUMMARY

The City has been implementing Finance and Implementation Programs for various development areas during the past several years. The City has used the services of consultants to provide these services. Approval of this Task Order will ensure continuation of program management services in the development areas.

DISCUSSION

The City is currently implementing various development programs throughout the City as listed below:

- I-205 Specific Plan
- Northeast Industrial Area (NEI) Phase 1
- Northeast Industrial Area (NEI) Phase 2
- Industrial Specific Plan South
- South MacArthur Development Area
- Infill
- Plan C Development Area

In addition, the City is working with West Side Developments (Cordes Ranch) to complete the specific plan. The Gateway Development is completing their offsite improvements and will soon being onsite development of their properties.

The implementation of development programs primarily involves updating the project cost estimates including updating the development impact fees, forecasting revenues and project expenses, formation of benefit districts, calculating reimbursement amount, assist in reconciliation of program funds, and updating the Finance and Implementation Plans (FIPs). The cost of such services is part of the development impact fees and is included in the cost of capital infrastructure improvement projects. Thus, these development programs are financially self-sufficient and fully paid for by the program management services.

The City has provided these services either through staff or by use of consultant services. Since the City was unable to fill the vacant position of Program Manager by qualified candidates several years ago, the services of consultants have been used to provide these services and the staff position was eliminated.

On May 15, 2007, City Council approved MPSA HA07-01 with Harris and Associates to provide these services for three year periods with another two year extension. The selection of the consultant was made through the competitive qualification and

experienced based selection process after a thorough review of proposals and interviews with various consultants.

Due to the downturn in the economy, most of the development projects have slowed down with a major impact on residential developments. However, the City is still experiencing increased interest in industrial and certain commercial projects resulting in more activities in certain program areas.

A proposal to continue providing the program management services was received from Harris and Associates after the extension of the MPSA for another two year term. Consultant services will be used on call and on an as needed basis at an hourly rate with not to exceed amounts for various programs listed below:

• Northeast Industrial Area (NEI) Phase 2	\$ 67,000
• Industrial Specific Plan (South)	\$ 10,000
• Ellis Development	\$ 20,440
• South MacArthur Development Area	\$ 30,000
• Presidio	\$ 8,500
• Plan C	<u>\$ 35,000</u>
TOTAL	\$170,940

In addition to the routine services listed above, the consultant will also reconcile public building funds for various programs and update the public building responsibilities with nexus studies including updating the FIPs for all relevant programs.

Harris and Associates has executed Task Order 10 to MPSA HA 07-01 and is available for review upon request in the City Engineer's office in the Development and Engineering Services Department.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The cost of program management services is part of the development impact fees by the developers. Impact fees for the Ellis Development have not been established, and Surland Development, the owner of the Ellis property, has agreed to reimburse expenses to the City through the existing reimbursement agreement.

STRATEGIC PLAN

This agenda item is a routine operation item and does not related to Council's Seven Strategic Plans.

RECOMMENDATION

That City Council, by resolution, approve Task Order 10 to Master Professional Services Agreement HA-07-01 with Harris and Associates for providing Program Management Services for multiple projects.

Prepared by: Kuldeep Sharma, City Engineer

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

**CITY OF TRACY
TASK ORDER NO. 10 TO
MASTER PROFESSIONAL SERVICES AGREEMENT HA07-01
ON-CALL PROGRAM MANAGEMENT SERVICES**

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

RECITALS

- A. CONSULTANT services are needed to continue assisting the CITY in coordinating, managing and providing technical assistance, updating existing and completing new multi-year finance and implementation plans, assisting the City with budget reviews, reimbursement assistance and a variety of other program management services.
- B. In March 2007, the City requested proposals from various consultants to provide program management services including management of infrastructure Master Plans and other similar services on multiple projects for a period of three years on an as needed basis with the option to extend the contract for two years. After careful review of the proposals and based upon the qualifications, experiences, knowledge and ability of local availability, Harris & Associates was found to be the most qualified consultant. The City entered into Master Professional Services Agreement No. HA07-01 with Harris & Associates for multiple tasks for a three year period on August 27, 2008, with an option for two year extension per Resolution No. 2007-097. The City has exercised this option and extended this agreement for the optional two years.
- C. CONSULTANT is currently involved in providing these services and is familiar with the City's existing infrastructure and finance plans.
- D. At the request of the CITY, in April 2011, CONSULTANT submitted a proposal to continue performing the services on an as needed basis 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 for in this Agreement.

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.

CITY OF TRACY –TASK ORDER NO. 10
ON-CALL PROGRAM MANAGEMENT SERVICES
Page 2 of 5

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 **\$170,940**.
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
Harris & Associates


By: Brent H. Ives
Title: Mayor
Date: _____

Attest:

By: Sandra Edwards
Title: City Clerk
Date: _____

Approved As To Form:

By: Daniel G. Sodergren
Title: City Attorney
Date: _____


By: Robert Guletz
Title: Vice President
Date: 8/24/2011
Fed. Employer ID No. 2385238



By: ~~Lisa Larrabee~~ Gary S. Webb
Title: Chief Financial Officer
Date: 8/24/11

EXHIBIT 'A'

SCOPE OF SERVICES

SCOPE OF SERVICES. Services for various programs included in this PSA will include but are not limited to the following development areas specific plans within the City and within the CITY's influence area as follows:

- Plan C Development Area
- South MacArthur Development Area
- North East Industrial Area and Phase II
- ISP South
- Ellis
- Presidio

The City reserves the right to add or delete any of the areas or Specific Plans listed above from the proposed scope of work at any time during the period of this Professional Services Agreement. The services required will include and not limited to the following:

- Review and update of Development Impact Fees.
- Assist in reconciliation of various funds related to Development Impact Fees.
- Preparation and/or update of Finance and Implementation Plans for various Specific Plans.
- Coordinate with the infrastructure consultants to manage, review and recommend City approval for various infrastructure studies/masterplans.
- Assist in the formation of Benefit Districts.
- Prepare agenda items to City Council and make presentations during City Council meetings.
- Meet with City staff, development community and other consultants to strategize and implement various elements of the programs.
- Prepare cost estimates of various projects.
- Assist in the calculation and monitoring of reimbursements due to the developers for construction of infrastructure.
- Assist the City in the annual budget review of the CIP projects.

**CITY OF TRACY –TASK ORDER NO. 10
ON-CALL PROGRAM MANAGEMENT SERVICES
Page 4 of 5**

Completion of the Scope of Services for Task 10

CONSULTANT shall provide the scope of services as defined in Exhibit 'A' on a time and materials basis in accordance with the attached hourly rates for an estimated 970 hours not to exceed the amount of \$170,940. Not all tasks listed above will be completed within the allotted time for this project.

PROJECT PERSONNEL

CONSULTANT shall assign the following person/persons to perform the tasks set forth in this agreement:

Project Director: Bob Guletz, P.E.
Project Manager: Alison Bouley, P.E.
Project Engineer: Janine Mains, EIT

COST BREAKDOWN

Program	Total Cost
Plan C	\$ 35,000
NEI PH 2	\$ 67,000
SMPA	\$ 30,000
ISP	\$ 10,000
Ellis	\$ 20,440
Presidio	\$ 8,500
Total:	\$ 170,940

EXHIBIT B

RANGE OF HOURLY RATES:
ALL EMPLOYEES

Effective January 1 – December 31, 2011

ENGINEERING DESIGN AND
MUNICIPAL SERVICES GROUPS

HOURLY RATE

Project Directors	\$190-260
Project Managers	150-260
Project Engineers	125-195
Technical Support	75-130
Administration	65-95

CONSTRUCTION / PROGRAM MANAGEMENT

HOURLY RATE

Project Directors	\$190-260
Project Managers	150-260
Construction Managers	125-200
Resident Engineers	150-200
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors *	100-160
Technicians	90-160
Administration	65-95

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2012 and on the 1st of January every year thereafter. Unless otherwise indicated in the cost proposal, hourly rates include most indirect costs, such as equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

* Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

RESOLUTION 2011- _____

APPROVING TASK ORDER 10 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) HA-07-01 WITH HARRIS AND ASSOCIATES FOR PROVIDING ON CALL PROGRAM MANAGEMENT SERVICES FOR MULTIPLE PROJECTS

WHEREAS, The City has been implementing Finance and Implementation Programs for various development areas during the past several years, and

WHEREAS, On May 15, 2007, City Council approved MPSA HA07-01 with Harris and Associates to provide these services for three year periods with another two year extension, and

WHEREAS, The selection of the consultant was made through the competitive qualification and experienced based selection process after a thorough review of proposals and interviews with various consultants, and

WHEREAS, A proposal to continue providing the program management services was received from Harris and Associates after the extension of the MPSA for another two year term, and

WHEREAS, Consultant services will be used on call and on an as needed basis at an hourly rate with not to exceed amounts for various programs listed below:

• Northeast Industrial Area (NEI) Phase 2	\$ 67,000
• Industrial Specific Plan (South)	\$ 10,000
• Ellis Development	\$ 20,440
• South MacArthur Development Area	\$ 30,000
• Presidio	\$ 8,500
• Plan C	<u>\$ 35,000</u>
TOTAL	\$170,940

WHEREAS, There is no fiscal impact to the General Fund; the cost of program management services is part of the development impact fees by the developers.

NOW, THEREFORE, BE IT RESOLVED That City Council approves Task Order 10 to Master Professional Services Agreement HA-07-01 with Harris and Associates for providing Program Management Services for multiple projects.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 2011 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 1.K

REQUEST

**ACCEPTANCE OF THE KENNER PARK RESTROOM REHAB & PATH
RESURFACING PROJECT - CIP 78125, COMPLETED BY G & G BUILDERS OF
LIVERMORE, CALIFORNIA, AND AUTHORIZATION FOR THE CITY CLERK TO FILE
THE NOTICE OF COMPLETION**

EXECUTIVE SUMMARY

The contractor has completed installation of a prefabricated restroom building and walkways - CIP 78125, in accordance with plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends City Council accept the project to enable the City to release the contractor's bonds and retention

DISCUSSION

On September 7, 2010, City Council awarded a construction contract for the installation of a prefabricated restroom building and walkways to meet Americans with Disabilities Advantage (ADA) requirements (CIP 78125) to G & G Builders of Livermore, California, in the amount of \$216,778.

The scope of work for this project included installation of an ADA compliant 2-unit pre-engineered and pre-fabricated restroom building with concrete masonry unit walls, metal roof, stainless steel fixtures, and site furnishings. The scope of work of the project also included replacement of the existing walkway to comply with ADA requirements.

No change orders were issued.

Status of budget and project costs is as follows:

A. Construction Contract Amount	\$216,778.00
B. Design, construction management, inspection, Testing, & miscellaneous expenses	\$ 35,298.63
C. Project Management Charges	<u>\$ 35,817.05</u>
Total Project Costs	\$287,893.68
Budgeted Amount	\$343,000.00

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

STRATEGIC PLAN

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

FISCAL IMPACT

CIP 78125 is an approved Capital Improvement Projects with sufficient funding from the and there will be no fiscal impact to the General Fund. All remaining funds will be transferred back into the City's General projects fund.

RECOMMENDATION

That City Council, by resolution, accept the Kenner Park Restroom Rehab & Path Resurfacing Project (CIP 78125), completed by G & G Builders of Livermore, 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 2011- _____

ACCEPTING THE KENNER PARK RESTROOM REHAB & PATH RESURFACING PROJECT - CIP 78125, COMPLETED BY G & G BUILDERS OF LIVERMORE, CALIFORNIA, AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

WHEREAS, On September 7, 2010, City Council awarded a construction contract for the installation of a prefabricated restroom building and walkways to meet Americans with Disabilities Advantage (ADA) requirements (CIP 78125) to G & G Builders, and

WHEREAS, No change orders were issued, and

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

Construction Contract Amount	\$216,778.00
Design, construction management, inspection, Testing, & miscellaneous expenses	\$ 35,298.63
.Project Management Charges	<u>\$ 35,817.05</u>
Total Project Costs	\$287,893.68
 Budgeted Amount	 \$343,000.00

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, CIP 78125 is an approved Capital Improvement Projects with sufficient funding from the and there will be no fiscal impact to the General Fund; all remaining funds will be transferred back into the City's General projects fund.

NOW, THEREFORE, BE IT RESOLVED that City Council accepts the Kenner Park Restroom Rehab & Path Resurfacing Project (CIP 78125), completed by G & G Builders of Livermore, California, 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 the Tracy City Council on the 6th day of September, 2011 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 1.L

REQUEST

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT CONTRACTS NECESSARY FOR THE PURPOSE OF OBTAINING PROPOSITION 63 FUNDS IN THE AMOUNT OF \$200,000 FOR THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK GRANT PROGRAM AND APPROPRIATING \$200,000 FROM THE SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES COMMUNITY SERVICE AGREEMENT

EXECUTIVE SUMMARY

Proposition 63, known as the Mental Health Act, funds were approved by California voters in November of 2004 general election. These funds may be used toward a broad continuum of community services, prevention, early intervention and service needs and the necessary infrastructure, technology and training that will effectively support mental health services. San Joaquin County Behavioral Health Services administers these funds on behalf of the State of California and has offered the City of Tracy a 12 month contract in the amount of \$200,000 for services provided by the Mayor's Community Youth Support Network (MCYSN) Service Provider Team members.

DISCUSSION

Proposition 63, known as the Mental Health Services Act (MHSA) passed on November 2, 2004. The Act provides increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. This Act imposes a 1% income tax on personal income in excess of \$1 million. Much of the funding was provided to county mental health programs to fund programs consistent with their local plans.

In August 2008, San Joaquin County Behavioral Health Services, Prevention and Early Intervention Planning coordinated a series of countywide community meetings to discuss an overview of MHSA planning activities, needs assessment findings and feedback as well as strategy discussions and prioritization. As a result, in April of 2009, the County released a Three Year Program and Expenditure Plan Executive Summary attached as 'Exhibit A'.

This plan outlined a \$200,000 allocation for the Mayor's Community Youth Support Network (MCYSN) to conduct community outreach and case management with high-risk youth. This funding matches the \$200,000 committed by the City of Tracy through the MCYSN Reconnecting Our Youth Grant Program to support non-profits working in Tracy. As such, the \$200,000 allows current service providers to expand current outreach, case management and family strengthening activities.

STRATEGIC PLAN:

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

FISCAL IMPACT

Receipt of County contract funds totaling \$200,000 for the MCYSN Reconnecting Our Youth Grant Program is a direct match to the current \$200,000 funded by the City of Tracy. There is no impact to the general fund. Prop 63 funding will be granted to MCYSN Service Providers to expand behavioral health services through current grant agreements.

RECOMMENDATION

Adopt resolution authorizing the City Manager to execute grant contracts necessary for the purpose of obtaining proposition 63 funds in the amount of \$200,000 for the Mayors Community Youth Support Network and appropriating \$200,000 from the San Joaquin County Behavioral Health Services Community Service Agreement

Prepared by: Monica Gutierrez, Management Analyst

Reviewed by: Maria Hurtado, Assistant City Manager

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

Attachments: Exhibit A

A-11-_____

**SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES
COMMUNITY SERVICE AGREEMENT**

City of Tracy
Mental Health Services Act: Prevention & Early Intervention
Mayor's Youth Community Support Network

July 1, 2011 – June 30, 2012

This AGREEMENT made and entered into this day _____, 2011 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through **BEHAVIORAL HEALTH SERVICES**, (hereinafter "COUNTY"), and City of Tracy, (hereinafter "CONTRACTOR").

1. **Scope of Contractor Services:** The services to be performed by the CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of CONTRACTOR'S Services, set forth in Exhibit A, attached hereto and incorporated herein. The CONTRACTOR shall provide the services under the direction of the COUNTY'S Director of Behavioral Health Services (DIRECTOR).
2. **Governance:** This contract shall be governed by the Short-Doyle Act (Welfare and Institutions (**W&I**) Code, Division 5, Title 9 of the California Administrative Code), Short-Doyle and Short-Doyle/Medi-Cal policies as identified in policy letters, the Mental Health Services Act, the Cost Reporting/Data Collection (CR/DC) Manual, and California Administrative Code (CAC), Title 22.
3. **Term:** The term of this agreement shall be from July 1, 2011 through June 30, 2012. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
4. **Non-Discrimination Requirements:** Non-discrimination requirements are set forth in Exhibit B, attached hereto and incorporated herein. DIRECTOR may determine patient eligibility under the Short-Doyle Act, the Medi-Cal Program, the Mental Health Services Act and the non-discrimination requirements. Patient rights shall comply with W&I Code, Division 5, §5325; and CAC, Title 9, Article 6.
5. **Fiscal Provisions:**
 - a. COUNTY shall pay CONTRACTOR \$16,660 (Sixteen Thousand, Six Hundred Sixty Dollars) one-twelfth of the contract amount for the first month, and adjust to actual cost one month in arrears for the remaining eleven months of the contract, not to exceed the maximum contract amount of \$200,000 (Two Hundred Thousand Dollars).

- b. Payment shall be made in accordance with the requirements as set forth in Exhibit C, attached hereto and incorporated herein.
 - c. The basis for this agreement shall be a COST REIMBURSEMENT as agreed to by both parties and as provided for and governed by policies of the State Department of Mental Health. Payment shall not exceed CONTRACTOR's actual costs. Adjustments to actual cost will start upon receipt of monthly actual costs from CONTRACTOR, which shall be received by the COUNTY, no later than the 15th day of the following month. The final adjustment to actual cost or maximum contract, whichever is less, will be made at the end of the fiscal year.
6. **Changes to Exhibit C:** Upon the written approval of the DIRECTOR, CONTRACTOR may make line item changes in Exhibit C. CONTRACTOR may purchase equipment on behalf of the COUNTY by insuring that title is vested with COUNTY. DIRECTOR approval in writing must be obtained prior to equipment purchase and CONTRACTOR must submit an attachment listing all equipment purchased.
 7. **Financial Records:** CONTRACTOR shall maintain financial records that clearly reflect the cost of each type of service. Appropriate service and financial records must be maintained and retained for at least five years, or until audit findings are resolved, whichever is later. Any cost apportionment shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services.
 8. **Quarterly Financial Statements:** CONTRACTOR shall provide DIRECTOR quarterly financial statements within forty-five (45) days after the end of the quarter.
 9. **Indirect Rate:** CONTRACTOR agrees to limit indirect cost rates charged to the COUNTY in accordance with the COUNTY'S Indirect Rate Guideline.
 10. This agreement is contingent upon receiving State or Federal funds for the service described in Exhibit A. If the State Department of Mental Health disapproves this agreement, it shall be null and void.
 11. **Confidentiality:**
 - a. CONTRACTOR shall comply and require its officers, employees, agents and/or subcontractors to comply with all Health Insurance Portability and Accountability Act (HIPAA) regulations. CONTRACTOR will execute and comply with the Business Associate Contract Provision in Exhibit D, attached hereto and incorporated herein.
 - b. CONTRACTOR shall adhere to Confidentiality of Patient Records as specified under W&I Code, §5328; Code of Federal Regulations, Title 45, §205.50.
 - c. CONTRACTORS providing inpatient services must submit all patient admission and length of stay requests for utilization review through existing hospital systems or

Professional Standards Review Organizations or other method approved in advance by COUNTY.

12. Compliance with Applicable Statutes, Ordinances and Regulations

- a. CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. During the performance of this Agreement, CONTRACTOR shall comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. Should Federal or State or County or local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.
- b. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.
- c. CONTRACTOR and its employees shall not engage in any activities that violate any laws, regulations, or rules, and shall adhere to the highest ethical standards of conduct in all business activities, including integrity, honesty, courtesy, respect and fairness. CONTRACTOR and its employees are expected to promptly report any activities that may be in violation of any COUNTY policies, standards of conduct or any federal, state or local laws, regulations, rules or guidelines. Any violations or alleged violations may be disclosed anonymously.
- d. CONTRACTOR shall be liable for knowingly presenting or causing to be presented, submitting or causing to be presented, a false or fraudulent claim, record or statement for payment (Federal False Claims Act - 31 United States Code, Chapter 37, §§3729-3733), and California False Claims Act - Government Code, §§12650-12656.
- e. CONTRACTOR shall comply with all Medi-Cal program integrity requirements including but not limited to those set forth in Exhibit E, attached hereto and incorporated herein.
- f. Compliance with Immigration Law: CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service.
- g. Drug Free Workplace: CONTRACTOR shall comply with the provisions of Government Code § 8350 et seq., otherwise known as the Drug-Free Workplace Act.

- h. Licenses and Permits: CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession.
 - i. Suspension and Debarment: By executing this Agreement, CONTRACTOR certifies that CONTRACTOR is not suspended, debarred or otherwise excluded from participation in federal assistance programs. CONTRACTOR acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.
13. **Patient Records:** The CONTRACTOR shall maintain adequate records. Patient records must comply with all appropriate state and federal requirements. Individual records shall contain intake information, interviews and progress notes. Program records shall contain enough detail for evaluation of services.
14. **Program Reports:** CONTRACTOR shall provide quarterly and annual program reports to the COUNTY on a schedule and in the format determined by the DIRECTOR, focusing on the progress made towards meeting the goals and objectives described in Exhibit A.
15. **Provision of Bilingual Services:** When the patient served by the CONTRACTOR is a non-English or limited-English speaking person, CONTRACTOR shall take all steps necessary to develop and maintain an appropriate capability for communicating in that patient's primary language to ensure full and effective communication between the patient and CONTRACTOR staff. CONTRACTOR shall provide immediate translation to non-English or limited-English speaking patients whose conditions are such that failure to immediately translate would risk serious impairment. CONTRACTOR shall provide notices in prominent places in the facility of the availability of free translation in necessary other languages.
16. **Availability and Accessibility of Services -** CONTRACTOR will ensure that, or make arrangements for, services are available 24 hours a day, seven days a week when medically necessary.
17. **Audit Provisions:** CONTRACTOR shall provide an annual audit prepared by a Public Accountant or Certified Public Accountant, or the San Joaquin County Auditor's Office. The use of the County Auditor is discretionary with COUNTY. Contractors receiving less than \$25,000 annually from COUNTY are not required to obtain an outside audit.
- a. Audits must be submitted within the earlier of thirty (30) days after receipt of the Certified Public Accountant's report or nine months after the end of the County's fiscal year period. Two (2) copies submitted of each audit shall be submitted to:

San Joaquin County Behavioral Health Services
Attn: Contract Management
1212 North California Street
Stockton CA 95202

- b. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll timesheets. These records shall be preserved in accordance with recognized commercial accounting practices so they may be readily audited and shall be held until costs have been finally determined under this Agreement and payment or final adjustment of payment has been made.
- c. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made not later than (a) five calendar years after completion of services rendered or (b) five calendar years after expiration date of this Agreement, whichever comes later.
- d. The State Department of Mental Health, COUNTY and/or their appropriate audit agency shall have the right to inspect all records to evaluate the cost, quality, appropriateness and timeliness of services. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, §8546.7).

18. **Indemnification:** CONTRACTOR agrees that it shall indemnify, defend and hold harmless the COUNTY, its agents, elected officials, officers, volunteers, authorized representatives and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR'S officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, or any authority delegated to CONTRACTOR under this Agreement, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of the COUNTY, its officers, agent or employees.

Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of COUNTY, and any liability of the COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to, any internal costs for staff time, investigation costs and expenses, and fees of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR'S officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR under this Agreement, or any authority delegated to CONTRACTOR under this Agreement.

19. Insurance Requirements: During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- a. **Worker's Compensation:** A program of Worker's Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollar (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- b. **Comprehensive General Liability Insurance:** The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000), single limited liability.
- c. **Automobile Liability:** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. In addition, if vehicles are used to transport clients, CONTRACTOR shall maintain comprehensive automobile liability, with the following minimum limits:

bodily injury each person	\$ 100,000
bodily injury each occurrence	\$ 300,000
property damage	\$ 100,000
automobile liability umbrella coverage	\$1,000,000

- d. **Additional Named Insured:** All policies except for workers' compensation shall contain additional endorsements naming COUNTY and its officers, employees, agents, servants and volunteers as additional insured with respect to liabilities arising out of performance of services.
- e. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- f. **Proof of Coverage.** CONTRACTOR shall immediately furnish certificates of insurance to COUNTY department administering the contract evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) day's written notice to the COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within thirty (30) days of the commencement of this Agreement,

the CONTRACTOR shall furnish certified copies of the policies and all endorsements. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.

- g. Liability: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

20. Conflict of Interest: CONTRACTOR has read and is aware of the provisions of §§1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this agreement by giving written notice thereof.

CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

Further, any member of CONTRACTOR's Board of Directors or officers is prohibited from working for CONTRACTOR except by consent of the DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances.

21. Nepotism: Nepotism occurs when relatives are in the same chain-of-command. A management official or supervisor with authority to take personnel management actions may not select a relative for a position anywhere in CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in CONTRACTOR's organization. For purposes of this statement, relative is defined as a spouse, parents, children, siblings, aunts or uncles, in-laws or step-parents or step-siblings. Except by consent of DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.

22. **Non-Exclusive Rights:** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.
23. **Governing Law:** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
24. **Venue:** Venue for any action arising out of this Agreement shall be the County of San Joaquin, California.
25. **Entire Agreement:** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
26. **Severability:** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
27. **Enforcement of Remedies:** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
28. **Modification, Amendments, and Waiver:** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
29. **Exhibits to Contract:** Additional provisions shall be attached hereto and incorporated herein as sequentially numbered exhibits and shall have the same force and effect as set forth in the Agreement.
30. **Headings:** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
31. **Force Majeure:** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.

32. **Independent Contractor:** In the performance of work duties, and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an independent contractor practicing his or her own profession and not as an employee of the COUNTY. CONTRACTOR shall perform the CONTRACTOR'S work in strict accordance with approved methods and standards of practice in the CONTRACTOR'S professional specialty. The sole interest of the COUNTY is to assure that the CONTRACTOR'S services are rendered in a competent and efficient manner in order to maintain the high standards of San Joaquin COUNTY. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. CONTRACTOR acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed. The CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and facilities necessary except as provided in Exhibit C.
33. **Non-Assignment:** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
34. **Termination:** Either party to this Agreement may for any reason terminate this agreement at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:

- a. Immediately terminate the Agreement with CONTRACTOR.
- b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
- c. All other remedies provided by law.

Upon written notice from STATE DEPARTMENT OF MENTAL HEALTH to COUNTY or CONTRACTOR that the CONTRACTOR is not complying with law or regulation, this agreement shall be terminated immediately. CONTRACTOR is to supply promptly all information necessary for the reimbursement of any outstanding claims.

35. **Notices:** Notices concerning this agreement shall be given by regular mail address as follows:

COUNTY:

San Joaquin County
County Administration Building
44 S. San Joaquin Street
Stockton CA 95202

CONTRACTOR:

City of Tracy
Attn: City Manager
333 Civic Center Plaza
Tracy CA 95376

COPY TO:

San Joaquin County
Behavioral Health Services
Attn: Contracts Management
1212 N. California Street
Stockton CA 95202

City Attorney
333 Civic Center Plaza
Tracy CA 95376

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

ATTEST: LOIS M. SAHYOUN,
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

COUNTY OF SAN JOAQUIN
a political subdivision of the
State of California

By: _____ (seal)
Clerk

By: _____
FRANK L. RUHSTALLER,
Chairman
Board of Supervisors

Hereinabove referred to as "COUNTY"

By: _____
Leon R. Churchill, City Manager
City of Tracy

Hereinabove referred to as
"CONTRACTOR"

APPROVAL RECOMMENDED

By: _____
Kenneth B. Cohen, Director
Health Care Services

By: _____
Victor Singh, Director
Behavioral Health Services

APPROVED AS TO FORM:

DAVID WOOTEN
County Counsel

By: _____
Deputy County Counsel

(1:C/11PEI-Tracy)

RESOLUTION _____

AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT CONTRACTS NECESSARY FOR THE PURPOSE OF OBTAINING PROPOSITION 63 FUNDS IN THE AMOUNT OF \$200,000 FOR THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK GRANT PROGRAM AND APPROPRIATING \$200,000 FROM THE SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES COMMUNITY SERVICE AGREEMENT

WHEREAS, Proposition 63, known as the Mental Health Services Act (MHSA) passed on November 2, 2004. The Act provides increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families; and

WHEREAS, In August 2008, San Joaquin County Behavioral Health Services, Prevention and Early Intervention Planning coordinated a series of countywide community meetings to discuss an overview of MHSA planning activities, needs assessment findings and feedback as well as strategy discussions and prioritization; and

WHEREAS, In April of 2009 San Joaquin County released a Three Year Program and Expenditure Plan Executive Summary which outlined a \$250,000 allocation for the MCYSN to conduct community outreach and case management with high-risk youth; and

WHEREAS, To receive the allocated amount of \$200,000 the City must submit a signed contract detailing services provided by the Mayor's Community Youth Support Network Service Provider Team Members including contract assurances signed by the Authorized Agent.

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby authorizes the City Manager to execute grant contracts necessary for the purpose of obtaining proposition 63 funds in the amount of \$200,000 for the Mayor's Community Youth Support Network Grant Program and appropriate \$200,000 from the San Joaquin County Behavioral Health Services Community service agreement.

* * * * *

The foregoing Resolution 2011-_____ was passed and adopted by the City Council of the City of Tracy on the 6th day of September, 2011, by the following vote:

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

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.M

REQUEST

APPROVE AMENDMENT NUMBER 1 TO THE SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND LEASED FACILITY AGREEMENT BETWEEN CITY OF TRACY AND SKYVIEW AVIATION, LLC TO CLARIFY THE AGREEMENT, MODIFY PAYMENT TERMS, AND ADD ADDITIONAL SERVICES TO THE LIST OF ALLOWED AERONAUTICAL SERVICES, AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT

EXECUTIVE SUMMARY

The City of Tracy currently has a Specialized Aeronautical Services Operator and Leased Facility Agreement (Agreement) with Skyview Aviation. The Agreement contains terms and conditions related to the leasing of the city-owned facility at the Airport, and allows specific aeronautical services to be performed by Skyview. The Agreement was approved by City Council on November 6, 2007 pursuant to Resolution No. 2007-250.

This amendment modifies specific terms of the Agreement for the purpose of clarifying certain sections of the agreement, modifying certain payment terms, and adding an additional aeronautical service to the list of allowed services.

DISCUSSION

This amendment establishes a new monthly lease amount in consideration of the cost for electricity consumed by the City-operated aircraft refueling system which is paid for by Skyview, and clarifies a provision that the City will pay for garbage service.

The amendment modifies the negotiation process between the City and Skyview should the City elect to lease portions of undeveloped Airport land, and allows Skyview to collect and retain from owners of transient aircraft, a daily tie-down fees of up to fifteen dollars per twenty-four hour period. Exempted from such daily tie-down fees are owners of Aircraft left for more than 14 days who must obtain a Tie-Down Rental Agreement from the City.

The amendment clarifies the fuel purchase discount offered to Skyview by the City by requiring that any fuel services operator at the Airport provide such fuel purchase discount to Skyview during the term of the Agreement. Added to the Agreement is Skyview's obligation to ensure the Airport's main access gate located on Tracy Blvd. is opened at the beginning of each business day and closed at the end of each business day.

STRATEGIC PLAN

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

FISCAL IMPACT

As a result of this action, rent for the leased facility, during the remaining term of the Agreement ending December 31, 2012, will be reduced by \$17,400. Staff anticipates the Airport Enterprise Fund will save a comparable amount by eliminating the need to install a dedicated electrical service to the aircraft refueling system, and avoiding the cost of electricity for operating the system.

RECOMMENDATION

That City Council, by resolution, approves Amendment Number 1 to the Specialized Aeronautical Services Operator and Leased Facility Agreement and authorizes the Mayor to sign the Amendment.

Prepared by: Bruce Ludeman, Airport Coordinator

Reviewed by: Rod Buchanan, Director of Parks and Community Services

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

Attachment: Exhibit "A" – Amendment Number 1 to the Specialized Aeronautical Services Operator and Leased Facility Agreement

**CITY OF TRACY
AMENDMENT NO. 1 TO
SPECIALIZED AERONAUTICAL SERVICES OPERATOR
AND
LEASED FACILITY AGREEMENT
BETWEEN
CITY OF TRACY
AND
SKYVIEW AVIATION, LLC**

This Amendment No. 1 (hereinafter "Amendment") to the **SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND LEASED FACILITY AGREEMENT BETWEEN CITY OF TRACY AND SKYVIEW AVIATION, LLC** is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "CITY"), and **Skyview Aviation, LLC** (hereinafter "LESSEE").

RECITALS

- A. CITY and LESSEE entered into a **SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND LEASED FACILITY AGREEMENT BETWEEN CITY OF TRACY AND SKYVIEW AVIATION, LLC** (hereinafter "AGREEMENT") which was approved by the City Council on November 6, 2007, pursuant to Resolution No. **[2007-250]**.
- B. CITY has established the monthly lease amount in consideration for the electricity utilized for fuel operations; which also includes water, garbage and septic fees. SkyView agrees that electricity costs associated with the fuel system is to be considered included in the rent, until December 31, 2012, regardless of who the successful fuel bidder is.
- C. This amendment modifies specific terms of the AGREEMENT for the purpose of clarifying certain sections of the agreement, modifying certain payment terms, and adding additional aeronautical services to the list of allowed services.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the AGREEMENT, unless specifically modified by this Amendment. All terms and conditions set forth in the AGREEMENT which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. Consideration.** As partial consideration for this Amendment, the CITY shall not charge LESSEE for late charges for the period between May 31, 2010 and July 31, 2011, and any late charges paid by LESSEE and accrued during that period shall be

CITY OF TRACY

**Amendment No. 1 to SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND
LEASED FACILITY AGREEMENT**

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credited to LESSEE provided LESSEE has paid all rent due under the AGREEMENT at the time of all parties executing this AGREEMENT within five days of all parties executing this Amendment.

3. Terms of Amendment.

Section 6.3 of the Agreement is hereby amended to read as follows: "CITY and LESSEE agree that CITY may elect to lease, and accept offers to lease, any portion of the undeveloped land at the AIRPORT. CITY agrees to notify LESSEE prior to initiating a process to lease any undeveloped land and, if LESSEE desires, CITY will negotiate with LESSEE as to terms before putting out a Request for Proposals or similar advertisement. Upon such notification, LESSEE shall notify CITY of its intent to negotiate, in writing to the persons and at the addresses for notice specified herein, by no later than ten calendar days after such notification. Should LESSEE fail to notify CITY of its intent to negotiate within said ten calendar days, all obligations to negotiate an agreement or lease with LESSEE shall terminate and CITY shall be free to lease or otherwise enter into agreements, if at all, with third parties. Upon such notification, CITY and LESSEE shall commence up to a 45-day period of good faith negotiations. If during this 45-day period, CITY and LESSEE have not come to an agreement on lease terms for the undeveloped land, all obligations to negotiate an agreement or lease with LESSEE shall terminate and CITY shall be free to lease or otherwise enter into agreements, if at all, with third parties.."

Section 11.3 of the Agreement is hereby amended to read as follows: "Pursuant to this AGREEMENT and all applicable AIRPORT Rules and Regulations, during the term of this AGREEMENT LESSEE is allowed to undertake and pursue, on a regular basis and consistent with industry practices, the following commercial aeronautical activities:

11.3.1 Airframe and power plant sale, installation, and repair (other than fixed wing Aircraft)

11.3.2 Flight training/Aircraft rental (other than fixed wing Aircraft)

11.3.3 Avionics and instrument sale, installation, and repair

11.3.4 Air Charter Operator

11.3.5 Aircraft Sales Facility

11.3.6 Air Cargo Operator

11.3.7 Sport Plane Assembly

11.3.8 Transient Aircraft Services LESSEE may, but is not required to, collect and retain daily tie-down fees charged to operators of Transient Aircraft desiring overnight tie-downs at the Airport. Daily tie-down fees shall not exceed \$15 per 24 hour period. Transient Aircraft do not include any Aircraft being left for more than 14

CITY OF TRACY

**Amendment No. 1 to SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND
LEASED FACILITY AGREEMENT**

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days in any calendar month as the operators of such Aircraft must first obtain a Tie-Down Rental Agreement from the CITY.

Additionally, other commercial or non-commercial aeronautical or non-aeronautical activities may be proposed. In any such cases, minimum acceptable qualifications and requirements shall be developed on a case-by-case basis for such activities and incorporated into the AGREEMENT as an addendum by letter. Suitability of LESSEE being able to meet the minimum qualifications to engage in such proposed activities, and the appropriateness of the proposed activities occurring in the areas proposed, shall be determined by CITY, on a case-by-case basis, in the CITY's sole but reasonable discretion. In any such case, LESSEE shall make available sufficient personnel who are appropriately rated as may be required by the FAA for the work being performed for each activity."

Section 18.1 of the AGREEMENT is hereby amended to read as follows: "**Aviation Fuel:** LESSEE will be allowed to operate Fuel Trucks containing automotive fuel (MOGAS) to sell to retail customers in Aircraft that are certified for automotive fuel. Any fuel trucks will be the sole responsibility of the LESSEE. Such operation is permitted when LESSEE is in compliance with currently required licenses, permits and applicable regulations. LESSEE agrees to pay CITY the amount of seven cents (\$.07) (to be adjusted upon exercise of first option to extend AGREEMENT, with such adjustment to reflect the actual percentage increase in wholesale fuel prices between November 1, 2007, and the time of the AGREEMENT extension and then each November 1st thereafter for the remainder of the first extension and throughout the second extension) for each gallon of fuel delivered to a fuel truck whose operation is permitted herein. This fee will be remitted within ten (10) days of the time of delivery. LESSEE agrees to allow CITY, but CITY shall not be obligated, to verify records of fuel deliveries within ten (10) days of delivery. Unless otherwise provided herein, LESSEE shall otherwise have no right to store, offer for sale, sell or deliver aviation fuels or propellants, from the CITY-owned fueling concession, on the LEASED FACILITY or at the AIRPORT. CITY agrees to establish a competitive price point for fuel sales based upon area fuel prices. If at such time LESSEE wishes to offer Fuel Truck services for aviation fuel, CITY agrees to negotiate with LESSEE on an amicable arrangement.

LESSEE shall receive a forty cents (\$.40) per gallon fuel purchase discount on fuel purchased from the CITY-owned fuel plant, provided, however, that in no event shall CITY be obligated to sell LESSEE fuel for a price that is less than CITY has actually paid for same nor shall LESSEE re-sell the discounted fuel to regular Airport fuel customers. In the event CITY enters into an agreement with an aeronautical services operator to operate the CITY-owned fuel plant, CITY will require that such operator provide LESSEE with the fuel purchase discount under comparable terms and conditions as stated within this section during the term of this AGREEMENT.

CITY OF TRACY

Amendment No. 1 to SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND LEASED FACILITY AGREEMENT

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Parties hereby acknowledge that the LESSEE may, in the normal course of business, need to provide short-term fuel storage which will comply with applicable Rules and Regulations.”

Section 19.2 of the AGREEMENT is hereby amended to read as follows: “**Rent for Following Years:** RENT is detailed on the schedule below:

Year	Monthly Rent
2	\$ 2,000 (beginning on January 1, 2009)
3	\$ 2,250 (beginning on January 1, 2010)
4	\$ 2,150 (beginning on January 1, 2011)
5	\$ 2,150 (beginning on January 1, 2012)”

Section 22.2 of the AGREEMENT is hereby amended to read as follows: “**Utilities, Trash and Refuse:** LESSEE shall pay or cause to be paid, and hold CITY free and harmless from, all charges for the installation, connection, maintenance and furnishing of utilities, utility facilities and services, including but not limited to gas, water, electricity, telephone service, cable television, sewage and other public utilities to the LEASED FACILITY during the term of this AGREEMENT and for the removal of garbage and rubbish from the LEASED FACILITY during the term of this AGREEMENT.

LESSEE shall arrange for the quick and efficient collection and disposal of recyclables, waste products, trash, clippings and refuse from the LEASED FACILITY at LEASED FACILITY at LESSEE's expense in accordance with all applicable laws and ordinances. LESSEE shall not allow recyclables, waste products, clippings, trimmings, cans, cartons, barrels, used Equipment, scrap or other debris to collect in any way on or about the LEASED FACILITY; provided, however, that same may be stored in a suitable screened and protected enclosure acceptable to CITY pending collection and removal as long as the storage does not generate odors, or attract rodents or insects. Upon failure of LESSEE to comply with the provisions of this section, the CITY may enter upon the premises, and undertake any necessary clean-up and maintenance activities. LESSEE agrees to pay reasonable and necessary costs incurred in connection therewith.

Until termination of this AGREEMENT, CITY will provide, or pay for water, and septic (not including sewer) service. CITY will provide, or pay for garbage service, providing that such garbage service shall extend only to reasonable quantities of garbage created in the course of LESSEE's normal use of the Leased Facility. LESSEE understands and agrees that electricity consumed by the aircraft refueling system at the Airport currently flows through the LEASED FACILITY's electrical meter, and that the cost of such electricity shall be paid by LESSEE during the term of this AGREEMENT.”

CITY OF TRACY

**Amendment No. 1 to SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND
LEASED FACILITY AGREEMENT**

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Section 28.3 of the Agreement is hereby amended to read as follows: "**Prevention of Trespass:** LESSEE agrees to use LESSEE's reasonable efforts to prevent unauthorized persons from gaining access to the Public AIRPORT areas through the LEASED FACILITY by installing adequate lighting, gates, doors and locks, and maintain those in good condition. LESSEE also agrees to ensure the AIRPORT's main access gate located on Tracy Blvd. is opened at the beginning of each business day and closed at the end of each business day. For the purposes of this section, the times at which a business day begins and ends are those times specified in Sections 10.4 and 10.5 of this AGREEMENT. LESSEE may, at its option, extend the hours of any business day providing that LESSEE's staff is available during those extended hours to provide an appropriate level of customer service to airport visitors entering the LEASED FACILITY. LESSEE shall develop positive key control and Apron access procedures for its staff and customers while at LESSEE's premises and comply with the pertinent reporting requirements to the FAA, the Department of Homeland Security and law enforcement agencies."

Section 29.29 of the AGREEMENT is hereby amended to read as follows:
"**Notices:** Notice shall be effective from the date of mailing. Notwithstanding anything to the contrary herein or elsewhere, any and all notices to be given under this AGREEMENT, or otherwise, shall be sent via certified mail with postage prepaid to the addresses shown below. City will also use reasonable efforts to hand-deliver any notice to LESSEE's primary address shown below. Either party make changes to its notification addresses by providing written notice to the other party:

LESSOR
City Clerk
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

LESSEE (Primary Address)
Richard Ortenheim, President/CEO
Skyview Aviation, LLC
5749 S. Tracy Blvd.
Tracy, California 95377

With a copy to:
Director
Parks & Community Services
400 E. 10th Street
Tracy, California 95376

With a copy to:
Richard Ortenheim
7057 St. Andrews Lane
Tracy, California 95377

And an additional copy to:
City Attorney
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

CITY OF TRACY

Amendment No. 1 to SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND LEASED FACILITY AGREEMENT

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Section 29.30 is hereby added to the AGREEMENT to read as follows: "LESSEE shall reasonably cooperate with any operator or lessee of the CITY-owned fuel and shall allow reasonable access to any fuel-plant related electrical or control devices located within the LEASED FACILITY. LESSEE shall also not interfere in any manner whatsoever with the normal operation of the fuel facility. Furthermore, LESSEE shall protect fueling and electrical systems contained within the LEASED FACILITY from any actions that would interfere with the normal operations with the fuel facility."

4. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
5. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
6. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Subdivider and the City. This Amendment 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.

CITY OF TRACY

Skyview Aviation, LLC

By: _____
Brent H. Ives
Title: Mayor

By: 
Richard Ortenheim
Title: Managing Member

Date: _____

Date: 8/16/2011

Attest:

By: _____
Sandra Edwards
Title: City Clerk

Date: _____

CITY OF TRACY

**Amendment No. 1 to SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND
LEASED FACILITY AGREEMENT**

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Approved as to form

By: _____

Daniel G. Sodergren

Title: City Attorney

Date: _____

RESOLUTION _____

APPROVING AMENDMENT NUMBER 1 TO THE SPECIALIZED AERONAUTICAL SERVICES OPERATOR AND LEASED FACILITY AGREEMENT BETWEEN CITY OF TRACY AND SKYVIEW AVIATION, LLC TO CLARIFY THE AGREEMENT, MODIFY PAYMENT TERMS, AND ADD ADDITIONAL SERVICES TO THE LIST OF ALLOWED AERONAUTICAL SERVICES, AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

WHEREAS, The City of Tracy has entered into a Specialized Aeronautical Services Operator and Leased Facility Agreement (Agreement) with Skyview Aviation, LLC which expires December 31, 2012; and

WHEREAS, the parties wish to amend the Agreement to clarify same, modify payment terms, and add additional services to the list of allowed aeronautical services.

NOW, THEREFORE, BE IT RESOLVED, That City Council approves Amendment No. 1 to the Specialized Aeronautical Services Operator and Leased Facility Agreement with Skyview Aviation, LLC, and authorizes the Mayor to sign the Amendment.

* * * * *

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 1.N

REQUEST

**APPROVING AMENDMENT ONE TO THE PUBLIC AGENCY OFFSITE
IMPROVEMENT AGREEMENT WITH TRACY JOINT UNIFIED SCHOOL DISTRICT
(TUSD) FOR STREET AND UTILITY IMPROVEMENTS ON LAMMERS ROAD AND
AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AMENDMENT**

EXECUTIVE SUMMARY

The Public Agency Offsite Improvement Agreement with TUSD requires the School District to complete construction of certain Lammers Road Improvements and installation of a water line from Eleventh Street to Redbridge Drive. Installation of this water line was also made part of the Gateway Subdivision Improvement Agreement since this water line will also serve the Gateway project. This water line was triggered by either of these two developments, whichever developed first. However, Kimball High School was provided a temporary water connection from the residential subdivision east of the school on an interim basis. Since installation of this water line is now under construction by the Gateway Development; this work needs to be deleted from the Public Agency Offsite Improvement Agreement via an amendment. Approval of this amendment will facilitate acceptance of the remaining Lammers Road improvements constructed by TUSD two years ago.

DISCUSSION

The TUSD was required to construct certain street and utility improvements along the frontage of Kimball High School on Lammers Road to serve the school facility. City Council approved the Public Agency Offsite Improvement Agreement with the District at its April 20, 2010 meeting, for construction of these improvements on Lammers Road and installation of a 20-inch diameter water transmission main on Lammers Road between Eleventh Street and Redbridge Drive.

On July 20, 2010, City Council approved the Subdivision Improvement Agreement for Tracy Gateway, for the full widening of Lammers Road and utility improvements on Lammers Road fronting both Gateway and Kimball High School including the 20-inch water transmission main on Lammers Road from Eleventh Street to Redbridge Drive. This water line was triggered by either of these two developments whichever developed first. A temporary water connection was provided to Kimball High School from the residential subdivision located to the east on an interim basis. Approximately 3,100 feet of the 20-inch water transmission main on Lammers Road has already been installed and the remaining construction is expected to be completed by the end of December 2011 by the developers of the Tracy Gateway project.

It is therefore necessary to amend the existing Public Agency Offsite Improvement Agreement with TUSD, to delete the requirement of installation of the water line on Lammers Road from TUSD's scope of work. The Amendment has been prepared by staff and was executed by TUSD. The Amendment is on file with the office of the City Engineer and is available for review upon request.

FISCAL IMPACT

There will be no impact to the General Fund.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

RECOMMENDATION

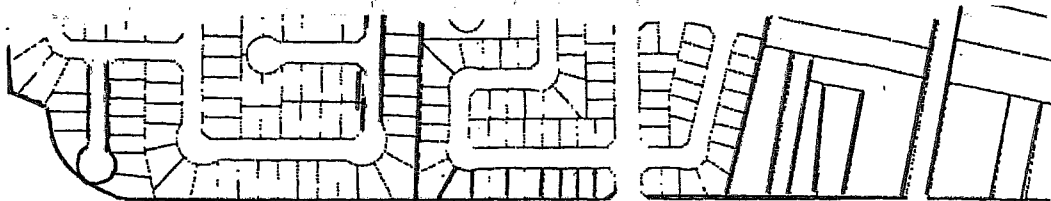
That City Council, by resolution, approve Amendment One to the Public Agency Offsite Improvement Agreement with the Tracy Joint Unified School District, and authorize the Mayor to execute the Amendment.

Prepared by: Ranchhod Pandya, Assistant Civil Engineer

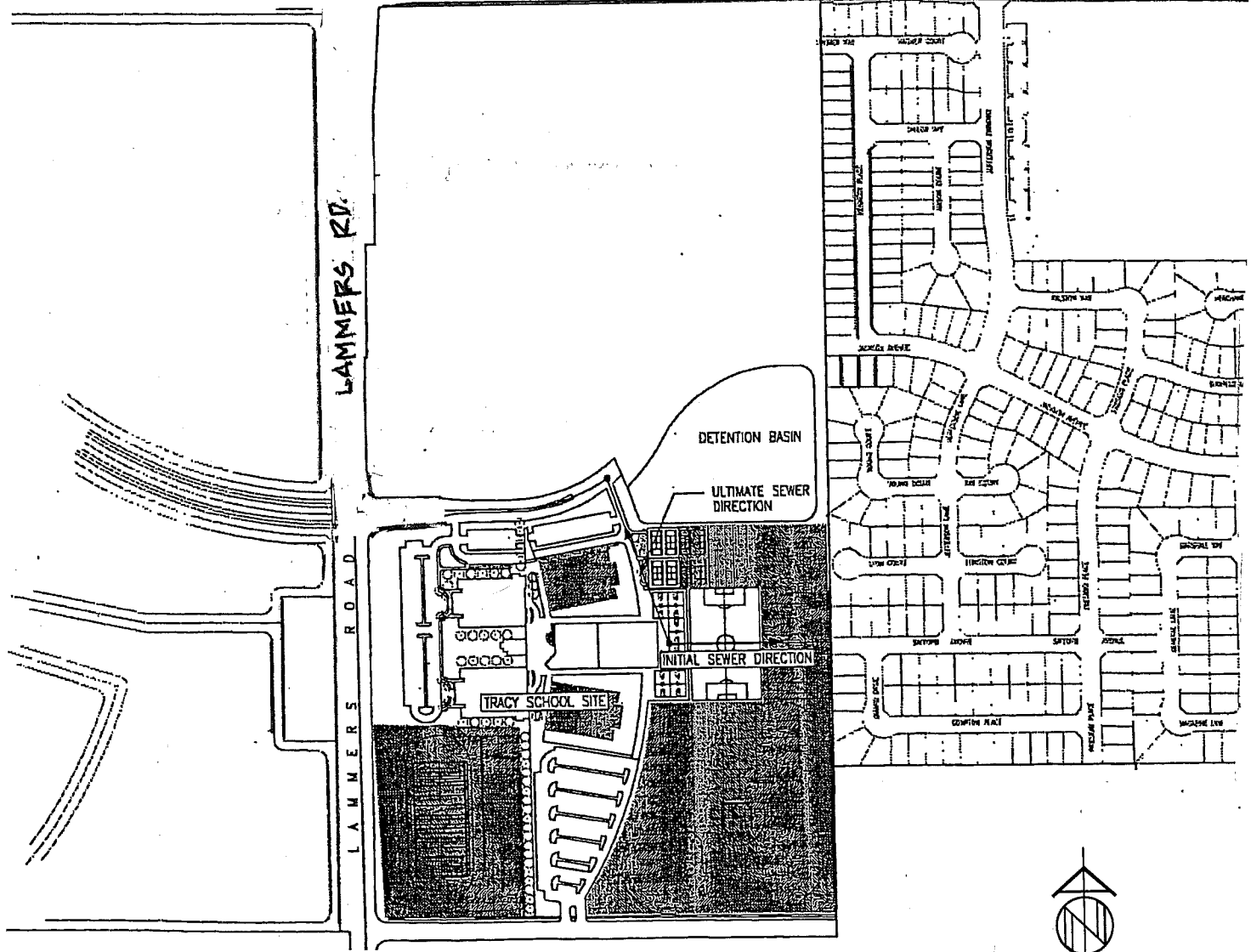
Reviewed by: Kuldeep Sharma, City Engineer

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

Attachment - Vicinity Map



ELEVENTH STREET



LAMMERS RD.

LAMMERS ROAD

DETENTION BASIN

ULTIMATE SEWER DIRECTION

INITIAL SEWER DIRECTION

TRACY SCHOOL SITE



NOT TO SCALE

**KIMBALL HIGH SCHOOL
LOCATION MAP**

RESOLUTION 2011- _____

APPROVING AMENDMENT ONE TO THE PUBLIC AGENCY OFFSITE
IMPROVEMENT AGREEMENT WITH THE TRACY JOINT UNIFIED SCHOOL
DISTRICT (TUSD) FOR STREET AND UTILITY IMPROVEMENTS ON LAMMERS
ROAD AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, Tracy Joint Unified School District (TUSD) was required to construct certain street and utility improvements along the frontage of Kimball High School on Lammers Road to serve the school facility, and

WHEREAS, City Council approved the Public Agency Offsite Improvement Agreement with the District on April 20, 2010, and

WHEREAS, On July 20, 2010, City Council approved the Subdivision Improvement Agreement for Tracy Gateway, for the full widening of Lammers Road and utility improvements on Lammers Road, and

WHEREAS, It is necessary to amend the existing Public Agency Offsite Improvement Agreement with TUSD, to delete the requirement of installation of the water line on Lammers Road from TUSD's scope of work, and

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

NOW, THEREFORE, BE IT RESOLVED That City Council approves Amendment One to the Public Agency Offsite Improvement Agreement with the Tracy Joint Unified School District, and authorizes the Mayor to execute the Amendment.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 2011 by the following vote:

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

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 1.O

REQUEST

AUTHORIZE THE CITY MANAGER TO OFFER SEVERANCE TO DESIGNATED REPRESENTED AND UNREPRESENTED FULL-TIME EMPLOYEES IN THE CLASSIFIED SERVICE WHO ARE SEPARATED FROM EMPLOYMENT DUE TO A WORKFORCE REDUCTION (LAYOFF)

EXECUTIVE SUMMARY

This report recommends adopting a formal standard for issuing Severance to designated represented and unrepresented full-time employees in the classified service who are separated from employment due to a workforce reduction (layoff).

DISCUSSION

The City continues to implement measures deemed necessary by the City Council to maintain effective service delivery while carrying out budget reduction strategies. Over the past two years, City personnel have sought to address the City's structural budget deficit through practical workforce reduction principles designed to facilitate a viable workforce and sustain the City's overall organizational efficiency. During this period, the City offered severance to employees to lessen the impact of the elimination of their positions and to minimize the risk of potential litigation.

In the future, workforce reductions also may be necessary to address the effects of legislative measures on the state level. For example, because of new state law, the City may be eventually forced to eliminate its Community Development Agency.

While there is no law that requires an employer to issue severance, the City has done so in similar situations over the past two years as Council has sought to lessen the impact of job loss for impacted employees and to minimize the risk of potential litigation. The City Manager is seeking authority from the City Council to standardize the offering of severance in order to allow employees to transition with respect and care, and bridge the gap between separation from City of Tracy employment and employment elsewhere and to minimize the risk of potential litigation.

The proposal would provide severance to both represented and unrepresented full-time employees in the classified service who are separated from City employment due to a workforce reduction or layoff. In such cases, the City Manager would be able to offer a severance of up to two months of their base salary and health benefits, paid by the City, in a lump sum payment upon their separation of employment. Any employees accepting such severance payment would be required to sign a waiver and release of liability, waiving their right to make any claims against the City in connection with their employment.

FISCAL IMPACT

The costs of any Severance provided would come from salary savings as a result of the impacted employees leaving City service.

STRATEGIC PLAN

This agenda item supports the Organizational Efficiency strategic plan and specifically implements the following goal and objectives:

Goal 1: Advance City Council's fiscal policies

Objective 1a.: To change the City's organizational and fiscal structure

RECOMMENDATION

That the City Council, by resolution, authorize the City Manager to offer severance to designated represented and unrepresented full-time employees in the classified service separated from employment due to a workforce reduction (layoff).

Prepared by: Arlene Roberts, Human Resources Analyst II

Reviewed by: Maria Olvera, Human Resources Director

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

RESOLUTION _____

A RESOLUTION OF THE CITY OF TRACY ADOPTING STANDARDS FOR ISSUING SEVERANCE TO DESIGNATED REPRESENTED AND UNREPRESENTED FULL-TIME EMPLOYEES SEPARATED FROM EMPLOYMENT DUE TO A WORKFORCE REDUCTION (LAYOFF)

WHEREAS, The City Council has authority to reduce its workforce due to lack of work, reorganization, or for financial reasons, and

WHEREAS, A variety of economic factors may create the need for the City to reduce staffing, and

WHEREAS, The City Council wishes to lessen the impact of employees affected by a workforce reduction (layoff) and to minimize the risk of potential litigation;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Manager, in his or her discretion, is authorized to enter into severance agreements with all represented and unrepresented full-time employees, if they are separated from employment due to a workforce reduction (layoff), for up to two months severance pay. This does not apply to Department Heads.
2. "Severance pay" shall include salary and health benefits. Severance pay shall be paid in a lump sum payment to the employee by the City within 15 working days after the effective date of the severance agreement, or as agreed to by the City and the employee. Severance pay shall not be included in final compensation for the purposes of PERS retirement nor shall any payments of the employee's share of the PERS rates be deemed to extend the date of separation of the employee.
3. All severance agreements must contain a release of liability for all claims connected with the employment relationship and must be in a form approved by the City Attorney.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 6th day of September, 2011, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

September 6, 2011

AGENDA ITEM 1.P

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE ESTABLISHMENT OF A NEW CLASSIFICATION SPECIFICATION AND SALARY RANGE FOR INFORMATION TECHNOLOGY SPECIALIST

EXECUTIVE SUMMARY

This report recommends establishment of a new classification of Information Technology Specialist in the Finance and Administrative Services Department as part of achieving Organizational Efficiency goals and objectives in the City.

DISCUSSION

Periodically, the Human Resources Department receives requests for classification studies and conducts classification reviews as necessary to allow for changes that have occurred in areas such as job responsibilities, organizational structure, and/or service needs.

The Police Department is in the final stages of migrating to a new Computer Aided Dispatch and Records Management System (CAD/RMS). The current system has been in place for over 10 years and was originally only meant to serve as a stop gap measure. This system supports over 20 clients and cannot be tailored to Tracy's specific growing needs. The new system will modernize the technological capabilities of both dispatching and records. Migrating to an independent system will allow the City to have the flexibility to modify its use to the specific needs of the Tracy community and thereby increase efficiency.

The independent system will require ongoing monitoring and maintenance which necessitates the hiring of a professional with specific knowledge, skills and abilities in the Information Technology field. The Human Resources Department has conducted a classification review and is recommending the establishment of a new classification entitled Information Technology Specialist.

While this classification is being established to meet the needs of the Police Department's new system, the classification description has been written broadly so as to accommodate the City's growing need for systems/technology oversight in the Information Technology field.

The Information Technology Specialist will perform duties related to a department-specific system(s), project related system(s) or may be assigned to a specific aspect of a City-wide system. This classification requires an incumbent to work independently with minimal direction and requires good judgment, decision making skills, and initiative in performing duties. Additionally, the Information Technology Specialist will be responsible for installation and implementation related activities, on-going system

administration, integration with other systems both internal and external to the assigned department and the City. This classification will report to the Information Systems Administrator in the Finance and Administrative Services Department.

Classification Study Findings

A new classification of Information Technology Specialist will best provide the necessary level of knowledge, skills and abilities required for performing the types of high level duties that have evolved in the Information Technology Field.

Classification Study Recommendations

Based on the results of the classification study, the Human Resources Department recommends that the City's Classification and Compensation Plans and the Position Control Roster be amended to incorporate the following adjustments:

Establish Classification Specification and Salary Range: Information Technology Specialist; Finance and Administrative Services Department

Staff recommends that the monthly salary range for Information Technology Specialist be \$5,771.88 - \$7,086.34 per month. This range is approximately 18% above the salary range for Information Systems Technician. This recommendation is based primarily on internal pay structures in the City related to advanced journey-level classes in the same industry.

STRATEGIC PLAN

This agenda item supports the Organizational Efficiency Strategic Plan and specifically implements the following goals and objectives:

Organizational Efficiency Strategy

Goal 4: Ensure long-term viability and enhancement of the City's workforce

Objective 4b: Train employees for new roles/responsibilities

FISCAL IMPACT

The fiscal impact of establishing and filling this new classification will be approximately \$130,000 annually for salary and benefits. Approximately \$77,000 has been set aside from a COPS grant that will cover the expenses of this position for the remainder of fiscal year 2011/2012.

RECOMMENDATION

That the City Council, by resolution, authorize the Human Resources Director to amend the City's Classification and Compensation Plans and the Budget Officer to amend the Position Control Roster by approving the establishment of a classification specification and salary range for Information Technology Specialist.

Prepared by: Midori Dearborn, Senior Human Resources Analyst

Reviewed by: Maria Olvera, Human Resources Director

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

Attachment: Exhibit A - Information Technology Specialist job description

City of Tracy

INFORMATION TECHNOLOGY SPECIALIST

Class Title: Information Technology Specialist	Class Code: XXXXX
Department: Finance & Administrative Services	Bargaining Unit: Mid-Manager
EEO Code: 76	
FLSA Status: Exempt	Effective Date: 09/06/2011

DESCRIPTION

Under direction, performs a variety of duties managing, administering and supporting a department specific or program specific computer information system and/or systems project; assists Information Systems Management; performs other job duties as assigned.

DISTINGUISHING CHARACTERISTICS

A position in the Information Technology Specialist classification may perform duties related to a department-specific system(s), project related system(s) or may be assigned to a specific aspect of a City-wide system. Duties may include but are not limited to system and/or project installation and implementation related activities, on-going system administration, application software support services, end user requirements and training, liaison with vendors and outside agencies, integration with other systems both internal and external to department and the city; user support/help-desk creation and maintenance, system security.

An incumbent is required to work independently with minimal direction; exhibiting good judgment, decision making skills and initiative in performing duties. May act for the supervisor in the latter's absence.

The Information Technology Specialist classification is distinguished from the higher level Information Systems Administrator classification in that the latter performs duties with a more broad city-wide scope, related to city-wide systems, while the Information Technology Specialist is more narrowly focused on specific systems or projects.

Supervision is received from higher level management. The Information Technology Specialist may provide functional or technical supervision to lower level staff.

Position(s) may be assigned to perform duties in the following area(s):

CAD/RMS Department Specific System:

This position assignment includes, but is not limited to, ongoing operation and in-house support of the Computer Aided Dispatch/Records Management Computer System (CAD/RMS) in the Police Department. The system includes handheld citation systems, electronic document storage systems, mug shot systems, fingerprint identification systems, multi-agency and multi-jurisdictional custom interface systems and sub-systems, dispatching and records keeping capabilities, automated field reporting.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Depending on assignment, duties may include, but are not limited to, the following:

Manages and coordinates the installation, ongoing operation, security and maintenance of information systems and resources in assigned area

Acts as liaison between the department/city and vendors for system installation/administration; ensures that vendor contract requirements are met

Assists in evaluating information technology goals, objectives, policies and needs; researches and evaluates computer software and hardware applications; recommends solutions to meet the needs of the department/city and users

Develops, schedules and coordinates/conducts user training; provides refresher and advanced training as needed

Creates and maintains automated help desk for tracking, monitoring and resolving system problems reported by end users

Acts as liaison with Federal, State, County and local agencies in matters pertaining to data sharing, regulations and security

Develops and maintains an inventory of all application and system software including third party application software

Ensures the continued, uninterrupted operation of assigned systems with other interfaced systems, both external (federal, county and state) and within the city; coordinates hardware, networking support and website updates with MIS department

Prepares a variety of reports and logs related to assigned activities; prepares software audit reports; retrieves specific information from a variety of database formats

Provides continual updates to users on system changes, updates, new releases, product replacements; attend training as needed to stay current

Monitors the use of all application software, ensuring that the use is in the best interest of the system/department/city

Coordinates receipt of system related upgrades, tests upgrades and "bug" fixes received from vendor; reports deficiencies, monitors and ensures timely receipt of all defect remedies and proper installation and operation of upgrades

Monitors all users to ensure adequate and proper security levels are established and adequate training has been received

Monitors the use of all hardware to ensure correct operation; coordinates resources to ensure repairs are completed timely

May participate in the development of plans and estimates for systems development/enhancements; may participate in the preparation of studies and reports

Confers with others regarding system or project priorities and progress; participates in planning, may monitor consultant agreements; develops and implements procedures, standards and systems; may act as project manager

Participates in committees; may lead a committee; represents the department/city at internal and external meetings and before boards

May prepare budget information

May provide functional and technical supervision to lower level staff

Performs other duties as assigned

CAD/RMS Department Specific System:

In addition to the above:

Maintain highest levels of confidentiality relating to information maintained within law enforcement data bases.

Maintain familiarity with State and Federal laws regulating confidentiality and public release of information maintained in law enforcement data bases

Testify in judicial proceedings including criminal proceedings for the purposes of validating electronic records

Respond to assistance requests after hours (7/24), supporting 24-hour operation of public safety agency

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices pertaining to management information systems; project planning, development, acquisition, installation and administration of information technology systems

Training development and training presentation techniques

Computer storage, manipulation and reporting systems hardware and software

Diagnostic and problem solving methods and approaches used to troubleshoot information systems problems

Current trends in information technology including hardware, software and methodologies

Information technology security methods

Organizational and project management

Principles and practices of supervision, employee training and development

Ability to:

Manage installation, operation and maintenance of information systems

Act as liaison with vendors and others in carrying out duties

Coordinate successfully with other systems, groups for shared use of information systems and technologies

Communicate effectively both orally and in writing

Plan, assign and review work of others

Resolve complex problems; make sound decisions; work independently

Diagnose system hardware and software problems and take effective action

Establish and maintain effective working relationships with diverse individuals and groups

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelor's degree in Computer Science, Information Systems or a related field; or certification from an educational and/or vocational training program which certifies the training necessary to successfully perform the duties and responsibilities of a systems administrator; or an Associate's degree in computer science, information technology or related field

Experience:

Two years of responsible experience in the operation and administration of information systems.

Highly Desirable for CAD/RMS position:

Experience in a California law enforcement department

Experience working with CAD/RMS applications

Experience working with third party software products such as MS Access, MS Word, MS Excel, etc.

Experience as a Systems Administrator on a CAD/RMS project

SPECIAL REQUIREMENTS

This job requires a Criminal Background check and fingerprinting.

CAD/RMS Department Specific System Position:

In Addition to the above:

Maintain readiness and availability to respond to assistance requests after hours (7/24), supporting 24-hour operation of public safety agency

Pre-employment Background Investigation specifically focused on criminal history and veracity. May not have been convicted of any Felony or any other crime that brings into question the persons veracity and/or character; must be able to testify in criminal proceedings for the purposes of validating electronic records

LICENSES AND CERTIFICATES

Possession of, or ability to obtain, an appropriate, valid California driver license by date of hire

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer and related software programs; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position requires sitting for extended periods of time and extensive computer work

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works primarily in an office environment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the City of Tracy and the employee and is subject to change by the City as the needs of the City and/or the requirements of the job change.

RESOLUTION _____

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE ESTABLISHMENT OF A CLASSIFICATION SPECIFICATION AND SALARY RANGE FOR INFORMATION TECHNOLOGY SPECIALIST

WHEREAS, The City has Classification and Compensation Plans and a Position Control Roster, and

WHEREAS, The City has completed a classification review and determined it is in the best interest and efficiency of the Finance and Administrative Services Department to establish a new classification specification of Information Technology Specialist to further the organizational efficiency goals of the City;

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City Council authorizes the Human Resources Director to amend the City's Classification and Compensation Plans as follows:

Establish Classification: Information Technology Specialist as described in Exhibit A
Salary Range: \$5,771.88 - \$7,086.34 per month

2. The Budget Officer is authorized to amend the Position Control Roster to reflect the amendments set forth above.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 2011 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.Q

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS BY APPROVING THE REVISION AND RE-TITLING OF THE ENVIRONMENTAL CONTROL INSPECTOR CLASSIFICATION TO ENVIRONMENTAL COMPLIANCE OFFICER IN THE DEPARTMENT OF PUBLIC WORKS

EXECUTIVE SUMMARY

This report recommends revision and re-titling of the existing Environmental Control Inspector classification to Environmental Compliance Officer in the Public Works Department to reflect duty and licensing requirement changes. There is no additional cost associated with this revision.

DISCUSSION

Periodically, the Human Resources Department receives requests for classification studies and conducts classification reviews as necessary.

Over one year ago, the City's only Environmental Control Inspector position became vacant due to the retirement of the incumbent, who had occupied the position for 22 years. In January 2010, Human Resources Department requested some minor revisions to the job description prior to recruiting to fill the position. At that time the job description had not been revised since 1997. The City Council approved those changes.

During 2010, although three recruitments were conducted with extensive outreach to potential applicants, the resulting eligible lists were very small and did not result in appointments for various reasons such as candidates declining the offer or not passing the reference checks.

Since then, the Public Works Department and Human Resources Department have analyzed the classification duties, as well as looked at similar classifications in other jurisdictions. As a result, this report recommends some revisions and re-titling of the classification before attempting to recruit again to fill the position.

Recruitment to fill the vacant position will begin following approval of the classification changes.

There is no additional cost associated with the revision and re-titling of the Environmental Control Inspector classification.

Classification Study Findings and Recommendations

The following areas were addressed after analyzing the existing job description and the results of the three recruitments in 2010:

- Title change to reflect changes in the industry from "control" to "compliance".

- Removal and re-assignment to another area of Public Works of some duties such as the Back-Flow Prevention Program, which proved to be a barrier to recruitment
- A change in focus from citations after the fact to prevention education and outreach
- Addition of other Education and Experience “patterns” to increase the pool of potential applicants
- Recommended use of the “Trainee Salary Range” under 4.2.2 of the City’s Personnel Rules to further increase the pool of potential applicants as well as provide opportunities to some existing Public Works employees who would not otherwise qualify for the Environmental Compliance Officer classification at time of application.

Based on the results of the classification review, the Human Resources Department recommends that the City’s Classification and Compensation Plans and the Position Control Roster be amended to incorporate the following adjustments:

Revise and Re-title Classification: Environmental Control Inspector to Environmental Compliance Officer-Public Works Department

Staff recommends that the monthly salary range for the revised classification be as follows: Environmental Compliance Officer \$4,520 - \$5,494. This is the existing salary range for the current classification.

STRATEGIC PLAN

This agenda item supports the Organizational Efficiency Strategic Plan and specifically implements the following goals and objectives:

Organizational Efficiency Strategy

Goal 4: Ensure long-term viability and enhancement of the City’s workforce

Objective 4b: Train employees for new roles/responsibilities

FISCAL IMPACT

There is no fiscal impact associated with the revision of the Environmental Control Inspector classification.

RECOMMENDATION

That the City Council, by resolution, authorize the Human Resources Director to amend the City’s Classification and Compensation Plans and the Budget Officer to amend the Position Control Roster by approving the revised and re-titled classification specification for Environmental Control Inspector to Environmental Compliance Officer.

Agenda Item 1.Q
September 6, 2011
Page 3

Prepared by: Midori Dearborn, Senior Human Resources Analyst
Reviewed by: Maria Olvera, Human Resources Director

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

Attachment: Exhibit A - Environmental Compliance Officer job description

City of Tracy

ENVIRONMENTAL COMPLIANCE OFFICER

Class Title:	Environmental Compliance Officer	Class Code: XXXXX
Department:	Public Works	Bargaining Unit: Teamster
EEO Code:	81	
FLAS Status:	Non-Exempt	Effective Date: 1988
		Revised: 11/97, 01/2010, 09/2011 (title change)

DESCRIPTION

The Environmental Compliance Officer coordinates and enforces the City's industrial pretreatment program; performs routine inspections, collects water and wastewater samples, investigates complaints, develops and presents public outreach materials; prepares technical reports; and performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Environmental Compliance Officer is a journey level position located in the Laboratory Section of the Utilities Division of the Department of Public Works. The position requires the ability to use independent judgment in the field and to interact effectively and tactfully with water and wastewater customers. In the laboratory, technical skills in sampling and analysis of water and wastewater are required.

The Environmental Compliance Officer receives supervision from the Laboratory Supervisor and does not exercise any supervision, but may at times provide technical direction to laboratory staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

Inspect industrial dischargers; inspect pretreatment facilities, flow metering equipment and sampling equipment; collect routine samples and industrial samples on demand.

Inspect for spill prevention and control measures and chemical storage areas.

Review industrial self-monitoring laboratory quality control and sample procedures; verify self-monitoring; inspect or review any construction of pretreatment facilities.

Develop public outreach materials, including presentations and workshops on compliance with pretreatment and pollution prevention requirements, and promote public participation in program activities

Enforce industrial waste ordinance and pretreatment program; monitor current information regarding EPA categorical standards and State requirements; instigate enforcement measures when necessary; evaluate monitoring data to ensure compliance; issue citations.

Conduct mandated industrial waste surveys; identify industries with potential problems and pretreatment needs and update survey as required; coordinate inspection for hazardous wastes with other City departments.

Cite violations of related programs and environmental regulations.

Investigate POTW upsets; trace the sources of undesirable wastes entering the wastewater collection system; review data to analyze treatment upsets, pass-throughs and the source and concentrations of possible toxic or prohibited materials; ensure that proper "chain of custody" documentation is used when samples are collected and investigations performed.

Perform citywide surveillance for pollution; inspect storm water drainage systems for illegal solids disposal methods including Sanitary Sewer Overflows (SSO); investigate complaints from the public; survey and identify abandoned wells.

Inspect and manage septic waste dischargers; issue and collect discharger permits; collect samples of discharges; regulate types of waste discharged; initiate compliance measures and issue citations where required.

Maintain Maintenance records and review building requirements for industrial and commercial sites.

Perform program administration activities; collect data for industrial revenue recovery; prepare special reports and summaries; maintain databases; prepare the monthly industrial billings; prepare quarterly summaries, submit an annual pretreatment report to the State regulatory agency.

Inspect commercial grease traps; ensure proper placement and operation; coordinate installation of grease traps; ensure collection system capacity and control of Fats, Oils and Grease (FOG) pursuant to the City's Sewer System Management Plan (SSMP)

Operate and use monitoring equipment; operate portable flow meters and portable samplers; and operate portable lab equipment and perform field analyses

Enforce water conservation ordinances consistent with state regulations and the City ordinance.

Perform sampling of potable water distribution system and new water mains.

Perform sampling pursuant to NPDES permit requirements including but not limited to: industrial, domestic collection, wastewater treatment site, receiving water, monitoring well and pond.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

EPA categorical standards and state rulings and laws related to industrial wastes.

Hazardous waste regulations

Priority pollutants, sources and effects

Chemistry, laboratory skills and basic mathematical skills

Basic wastewater treatment

Wastewater characteristics of selected industries

Blueprints and diagrams

Sampling and flow metering equipment

Ability to:

Operate a computer.

Read and analyze and interpret regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Develop instructional materials and present workshops

Prepare reports and maintain records.

Investigate and research information.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Experience equivalent to *two years of responsible chemical investigation in the water or wastewater field. Industrial waste experience highly desirable

Experience with public outreach materials/presentations in any field highly desirable.

Education:

Education equivalent to completion of *two years of college that included college level courses in chemistry, biology, mathematics or a related field

**** Note: Possession of a Laboratory Analysis Level II certificate, Wastewater Treatment Operator Level II or Industrial Operator Level II certificate from the CWEA may substitute for one year of experience OR one year of college in the above requirements.***

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California drivers' license

Possession of a Grade I Environmental Compliance Inspection Certificate issued by the CWEA

Possession of, or ability to obtain within 12 months of appointment, a Grade II Environmental Compliance Inspection Certificate issued by the CWEA

Possession of, or ability to obtain within 12 months of appointment, a Grade I Water Distribution Certificate issued by the State of California, Department of Public Health

NOTE: Obtaining the above licenses and certificates within the prescribed time frame is a condition of employment

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move at least 50 pounds. The employee must be able to load and unload the boat from the trailer and operate a boat on the river. The employee must be able to operate a pickup truck and a boat. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the City of Tracy and employee and is subject to change by the City as the needs of the City and requirements of the job change.

RESOLUTION _____

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE CLASSIFICATION SPECIFICATION AND SALARY RANGE FOR ENVIRONMENTAL COMPLIANCE OFFICER

WHEREAS, The City has Classification and Compensation Plans and a Position Control Roster, and

WHEREAS, The City has completed classification reviews to establish classification specifications;

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City Council authorizes the Human Resources Director to amend the City's Classification and Compensation Plans as follows:

Revise and Re-title Classification: Environmental Control Inspector to Environmental Compliance Officer
Salary Range: \$4,520 - \$5,494 monthly

2. The Budget Officer is authorized to amend the Position Control Roster to reflect the amendments set forth above.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 2011 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 3

REQUEST

PUBLIC HEARING TO CONSIDER APPROVAL OF THE TRANSFER AND COMMITMENT AGREEMENT OF \$590,857.40 FEDERAL HOME INVESTMENT PARTNERSHIP ACT (HOME) FUNDS FROM THE COUNTY'S MANAGED FIRST TIME HOME BUYER AND REHABILITATION PROGRAMS TO THE BOUNCE BACK TO HOMEOWNERSHIP-OPTION TO OWN PROGRAM

EXECUTIVE SUMMARY

This agenda item involves the approval of the transfer and commitment of \$590,857.40 Federal Home Investment Partnership Act (HOME) Funds from the County's First Time Home Buyer and Rehabilitation Programs to be allocated to the Bounce Back to Homeownership-Option to Own Program. Housing and Urban Development (HUD) has required that the Federal Home Investment Partnership Act (HOME) Funds have to be allocated by September 30, 2011, or the funds will be returned to HUD.

DISCUSSION

The HOME Block Grant program is a Federal funded grant program offered to States and local jurisdictions designed exclusively to create affordable housing for low-income households. HOME Block Grant Funds are allocated on a formula basis to States and local jurisdictions.

San Joaquin County's share of HOME funds is \$869,897 for 2011. As a sub-recipient of the County HOME Funds, the City of Tracy's share of the County allocation was \$134,203 for 2011. The County of San Joaquin receives, manages, and, with coordination from city staff, administers the funds for local projects. Tracy's share of the County's HOME Fund allocation has accrued to \$590,857.40 over the past few years. In order to meet Federal deadlines regarding the use of these funds, Tracy, and other jurisdictions in San Joaquin County, must commit these HOME funds to certain programs by September 31, 2011. After researching various programs and talking to other jurisdictions, staff has identified a viable option to commit these funds, which is detailed within the staff report.

As for the use of the Federal Home Funds, participating jurisdictions may choose among a broad range of eligible activities including, but not limited to: 1) provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; 2) build or rehabilitate housing for rent or ownership; or 3) other related affordable housing programs.

In the past, the City of Tracy has used the HOME funds for families which are 80% low income for rehabilitation projects on single family homes in the City of Tracy. These HOME funds were leveraged with our redevelopment funds which service up to 120% Moderate Income families to implement the rehabilitation program. Since 2007, these funds have been used to rehabilitate the McHenry House Homeless Shelter, create affordable housing with Habitat for Humanity, 8 down payment assistance loans, and 8 rehabilitation properties in the downtown for very low income families. The HOME funds are able to assist low income families. The Down Payment Assistance Program and Revitalization Loan and Grant program which services Moderate Income families in a targeted area are funded by a

different funding source; Redevelopment Funds. The City of Tracy has been able to assist 24 families with rehabilitation loans for work under \$50,000, 23 families using grant funds up to \$2,000 each, and 39 families in becoming first time home buyers with the down payment assistance loans of up to \$75,000 each in the downtown selected area using Redevelopment funding. Since the State has effectively frozen all Redevelopment Agency activities, the City will not be able to leverage our redevelopment funds for the Bounce Back to Homeownership-Option to Own Program.

In researching other viable programs that also include leveraging these HOME Funds, staff has identified an opportunity to partner with Visionary Home Builders of California (VHB), a local non-profit agency that focuses on providing affordable housing assistance with an emphasis on those that have suffered through a foreclosure. VHB has worked in the Central Valley since 1983 and has completed a few affordable housing projects with the City of Tracy in the past. The City of Manteca and the County of San Joaquin have recently contracted with VHB to earmark their HOME funds for this program.

The specific program VHB would like to implement is the Bounce Back to Ownership-Option to Own Program. VHB will purchase the homes and lease them to the participants for a period of 5 years. During the 5 years the participants will meet with a VHB Housing Coach on a quarterly basis to guide them through their 5 year curriculum program. At the end of the 5 year program, the participants will be educated and financially ready to buy the home they are leasing.

VHB will be leveraging the City of Tracy HOME funds by obtaining a note for 65% of the purchase price of the home from different lending institutions and other non-profits. The other 35% will come from the City of Tracy's HOME funds. An example on how the City of Tracy's HOME funds can be leveraged is as follows: The City of Tracy has \$590,857.40 available; the price of the homes to be purchased will be approximately \$150,000. With the \$590,857.40 available, the City of Tracy could acquire approximately three to four homes. VHB believes by leveraging these HOME funds with funding from different lending institutions and other non-profits they will be able to purchase up to 14 homes in the Tracy area. That is 10 more families that will receive help by leveraging the funds.

Since Tracy and the greater San Joaquin Valley area have been hard hit by the economic recession and the resulting foreclosures, this program would help reduce the amount of foreclosures in Tracy as well as potentially clean up those foreclosures that now sit vacant. Staff believes this program would be successful in that funding could be directed for use in specific areas such as the downtown, and it leverages private funding with these federal dollars in order to maximize the funding impact.

STRATEGIC PLAN

This item is not directly related to the Council's strategic plans.

FISCAL IMPACT

There will be no impact to the General Fund.

RECOMMENDATION

That City Council approve the Transfer and Commitment Agreement of \$590,857.40 Federal Home Investment Partnership Act (HOME) Funds from the County's managed First Time Home Buyer and Rehabilitation Programs to the Bounce Back to Homeownership-Option to Own Program.

Prepared by: Ana Lilia Reynoso, Housing Program Specialist

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill Jr., City Manager

Attachments: Letter from Visionary Home Builders



Visionary
Home
Builders
of CALIFORNIA

Building Homes, Strengthening Communities

August 10, 2011

Andrew Malik
Director of Development and Engineering Services
333 Civic Center Plaza
Tracy, CA 95376

RE: Proposal for Program Funding:
Bounce Back to Homeownership-Option to Own Program

Dear Mr. Malik,

Visionary Home Builders of California, Inc (VHB) is a nonprofit agency serving San Joaquin County, which has provided affordable housing opportunities to low income families and individuals in the Central Valley since 1983. With the current economic climate and the need for affordable housing more important than ever, we realize that housing approaches must be new and creative. Business is not as usual and we know the residents of the Central Valley, specifically Tracy, are in need of safe, decent, and affordable Work Force Housing.

VHB has developed a cutting edge program that will make a difference in our community. The Bounce Back to Homeownership-Option to Own program has a key element that sets it apart from others; it's based on educating consumers. Individuals will meet with a VHB Housing Coach on a quarterly basis to guide them through their 3-5 year curriculum program. We would like to request program funds: Home Funds in the amount of \$590,857.40. This is the cost required to run this program successfully in the city of Tracy. Below is a program cost breakdown.

Option to Own Program:

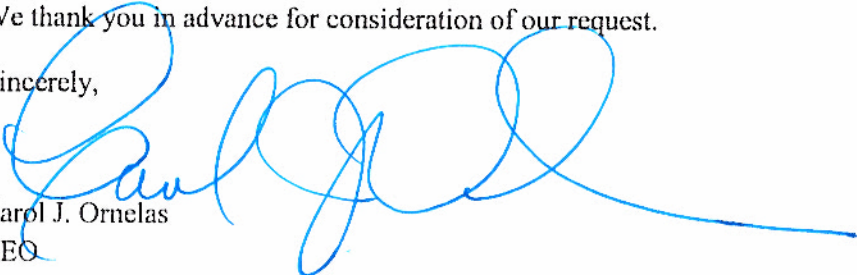
Bounce Back to Homeownership Request for Funding: (Assist program participants meeting income eligibility requirement of 80% or less Area Median Income)	\$590,857.40
<hr/> Total Program Cost:	<hr/> \$590,857.40

The homes purchased will be located throughout various sites of the city. The down payment assistance will be for residents that live or work in the city of Tracy. The housing education will be provided by VHB to qualified participants.

Please review the information and feel free to contact me if you have any questions at (209) 466-6811.

We thank you in advance for consideration of our request.

Sincerely,


Carol J. Ornelas
CEO

Executive Summary

History

Visionary Home Builders of California, Inc. (VHB) is a community based non-profit housing developer and HUD-approved housing counseling agency in Stockton that has worked in San Joaquin for over 26 years. Our mission is to create and advocate for healthy, vibrant, safe communities through the development of affordable housing and educational opportunities to families, seniors, and individuals of low and moderate income.

Our organization was formed by a group of farmworkers in 1983 to improve living conditions for themselves and other low-income families – its first project being a nine unit, self-help housing development, which was completed in 1985. Since then, VHB has completed 87 more self-help units.

In addition to the self-help program, VHB constructed and rehabilitated over 400 single-family contractor-built homes throughout Stockton, Ripon, Escalon, Delhi, and continues to develop projects across the Central Valley.

With a desire to grow as an organization and to assist even more families in finding decent, safe affordable housing, VHB entered the realm of multi-family developments; many of which are flourishing in their respective communities and offer amenities such as Head Start day care, computer labs, organized monthly tenant meetings, after-school tutoring, and social services — all provided to the residents at no charge.

In 2008, VHB announced the opening of the Homeownership Education and Foreclosure Prevention Center to assist the numerous families and individuals who are struggling to keep their homes. With VHB adapting to its changing environment, this Center was renamed the **Homeownership and Rental Center** (the Center) in 2011. Education and counseling are offered at the Center to connect families with additional home purchasing opportunities within the community. Our counseling services have garnered better public attention than anticipated, consequently pushing the program to go beyond a simple informational channel and move into a multi-service program that includes everything from credit education to homeowner services.

Over the years a successful track record shows how VHB evolved into a full-service housing development corporation producing single-family homes, multi-family rental units, and offering homeownership counseling. It is the founding members' recognition of financial stability through homeownership, combined with the effort and commitment of today's staff that ensures VHB's mission live on for many years.

Bounce Back to Homeownership An Option to Own Program

In April, VHB launched its Bounce Back to Homeownership: *an Option to Own* program. This program was designed to help low and moderate income families or individuals who suffered hardship from a foreclosure, bankruptcy, or credit issues to re-enter the homeownership market in a relatively short period of time. The program analyzes a participant's potential situation and determines if they could be able to enter the housing market within three to five years. Assisting the participant is vital to stabilizing local economy and neighborhoods.

This program also targets a new generation of first time home buyers looking to enter the housing market, but who need a program like *an Option to Own* so they have time to save for their down payment and cleanup minor credit issues.

Our goal is to create a safe environment where participants can embrace the discipline needed to obtain and sustain healthy financial practices. It is not enough to get participants into homes; participants must also keep their homes. This program is a partnership between VHB and the participant, with an understanding that this program requires personal commitment and investment. VHB's commitment includes the education and counseling of each participant, as well as the purchasing and rehabilitation of homes.

The intended outcome is to ensure that those participating in this program will be able to purchase a home within three to five years, and will have the home they truly can afford

What does the program offer?

There are many necessary components to ensure the consumer is able to reach their goal of owning their own home after completing the program. The following components will guide and assist the consumer through the process:

Assessment

A snapshot of the participant's current financial situation, including credit history, employment history, and assets are used to see if they meet the minimum threshold for entering the program. If it is determined that the consumer is a good candidate willing to participate we will develop a work plan that will guide the participant through the next three to five years. The plan will include steps for credit repair, attention to budgeting, and homeownership counseling sessions

The Right Home

The home selection component is about identifying the right home for each participant, and it is a critical piece of the program. To improve the participant's chance of success, it is essential that there is total buy in from the participant when selecting their home. It will be important that the participant chooses the right home based on their financial situation and that best fits their needs. The participant must recognize and understand that the main goal is that they will own the home within the next three to five years and will be able to afford their home.

Each participant will be able to select their home through inventory owned by VHB or, on some occasions, the participant may identify a home that VHB would try to purchase. Either way, VHB will have renovated the home to mitigate all identified health and safety code violations. During the three to five years, both VHB and the participant will be committing to maintaining the property.

Credit Education

The credit component will cover how to establish, repair, or maintain healthy credit, as well as outline what a potential lender might look for when underwriting a mortgage. It is important to understand credit from a participant's perspective and also realize the lender's position. This knowledge will reinforce the importance of maintaining good credit through budgeting and living within your means.

Budgeting Education

The budgeting component will begin by identifying the participant's current spending habits, establishing short and long term goals, and outlining a plan for monitoring progress on a quarterly basis. Participants need to understand why good habits and

healthy practices were established and why they work. Budgeting and saving is a critical component for ensuring success of owning your own home and maintaining your healthy credit.

Savings Education

The savings component is another key aspect of the program. During the time that the participant is renting the home, the participant will set aside funds for closing costs. These closing costs are for costs related to the closing of their home. The participant will be asked to contribute to their savings plan and VHB will assist by pairing them with a matching fund programs, such as Individual Development and Empowerment Account (IDEA), Working Initiative Subsidy for Homeownership (WISH), or Individual Development Account (IDA).

Lending Education

The lending component will discuss lending history, products, practices, and procedures. This subject will present a behind the scenes look at the lending industry as a whole, where it began, how it has evolved, and how it is currently performing in these difficult economic times. We will compare products such as FHA, VA, Fannie Mae and Freddie Mac from a consumer's and a secondary market's perspective. A well rounded view as to why borrowers are required to produce certain documentation and meet certain thresholds will help our participants understand underwriting guidelines.

Home Maintenance

The home maintenance component will discuss home care products, budgeting for repairs and improvements, conducting semiannual home inspection, and the importance of preventative maintenance versus differed maintenance. This course will review the rehabilitation done to their home in a one on one setting with their counselor. This subject will require the participant to do semiannual inspections of their home as well as keeping their homes clean and in good repair. This section will be the most exciting as they realize the cost savings associated with their ability to maintain their home, and the pride of ownership that comes from hard work and responsible actions.

Loan Closing

The loan closing component will complete the program by entering into a purchase contract with our participant, closing escrow, and producing a new home owner. Although this is the most exciting part of the program, it is essential that the participant understand the closing process.

Post Purchase Counseling

Post purchase counseling will consist of semiannual meetings. These meetings will give VHB and our new home buyers the opportunity to ask questions and present information. As a trusted educator, VHB will keep the participant up to date on current market trends, products and services. As a service provider, these meetings will provide us with real, post purchase challenges, experiences and needs. The documentation of this information will allow us to keep this service relevant and successful as the program grows and funds are recycled back into the community.

Other Services

Through our partnerships with other non-profit agencies in the community, VHB can assist families in locating appropriate social services providers as events affecting their lives transpire.

Marketing of the Program

The program will be marketed to residence of Tracy and those currently working in Tracy. We will establish relationships with businesses and present the benefits that will serve their employees as well as their company. Marketing will be personal and comprehensive. A successful marketing campaign includes the recommendation of an established relationship such as an employer.

Financial Model

We have created a financial model of our Option to Own Program and how it would be used with the City of Tracy. Our model is based on 3 phases: Acquisition, Rental Period, and Take out Financing. Below is the financial summary for one home:

Phase 1: Acquiring Property

We anticipate using conventional dollars and local subsidies to purchase and renovate the homes.

Sources:		
Local Subsidy-City of Tracy		\$49,000
Conventional Loan		\$126,600
Other financing		-
Total Sources:		\$175,600
Uses:		
Acquisition costs		\$140,000
Closing Costs		\$5,600
Rehab		\$20,000
Developer fee		\$10,000
Total Uses:		\$175,600
Total Phase 1: Acquiring Property		-

Phase 2: Rental Period

Our assumption assumes a household of four, based on 80% of AMI, can afford a monthly rent of \$1,307 or an annual rent of \$15,684. We have broken down the monthly expenses that the rent will cover during this time period.

Sources:		
Rent		\$15,684
Total Sources:		\$15,684
Uses:		
Principal and Interest		\$10,104
Property Taxes		\$140
Homeowners Insurance		\$840
Savings for occupant		\$1,200
Property Management Fee		\$604
Housing Counseling fee		\$600
Water, Sewer and Garbage		\$1,200
Maintenance		\$996
Total Phase 2: Rental Period		\$15,684

Phase 3: Permanent Financing

During the permanent financing, we are anticipating that the participant would qualify for a \$165,600 mortgage and the City of Tracy would provide \$10,000 down payment assistance. The participant will use the various savings, security deposit and lease option funds as well as VHB's assistance to complete the take out financing. At this time the participant becomes the owner of their home.

Sources:		
	1st mortgage	\$165,600
	2nd mortgage - down payment assistance	\$10,000
	Savings from participant	\$3,000
	Security deposit refund	\$1,307
	Lease option refund	\$3,000
	Savings earned from VHB	\$6,000
	Total Sources:	\$188,907
Uses:		
	Selling costs	\$7,024
	Security deposit refund	\$1,307
	Lease option refund	\$3,000
	Savings earned from VHB	\$6,000
	Sales commission	\$3,405
	Payback to local subsidy and other sources	\$49,000
	Conventional Loan payoff	\$119,171
	Total Uses:	\$188,907
	Total Phase 3: Permanent Financing	(0)

Bounce Back to Homeownership Request for Funding:

VHB is requesting \$775,000 to be used for purchasing single family homes for the Option to Own Program and administrative fee.

Visionary Home Builders of California
Option to Own Program
Financial Model

8/2/11

	Year				
	1	2	3	4	5
Phase 1: Acquiring Property					
Sources:					
on 1 home					
Local Subsidy-City of Tracy	49,000	700,000	700,000	700,000	700,000
Conventional Loan	126,600	1,758,400	4,629,500	4,662,575	4,697,304
Other financing	-	-	-	-	-
Total Sources:	175,600	2,458,400	5,329,500	5,362,575	5,397,304
Uses:					
Acquisition costs	140,000	4,200,000	4,200,000	4,200,000	4,200,000
Closing Costs	5,600	78,400	168,000	168,000	168,000
Rehab	20,000	280,000	661,500	694,575	729,304
Developer fee	10,000	140,000	300,000	300,000	300,000
Total Uses:	175,600	2,458,400	5,329,500	5,362,575	5,397,304
Total Phase 1: Acquiring Property	-	-	-	-	-

Visionary Home Builders of California
 Option to Own Program
 Financial Model

8/2/11

Year

	1	2	3	4	5
on 1 home					
Rent	15,684	690,096	1,160,616	1,631,136	1,882,080
Total Sources:	219,576	690,096	1,160,616	1,631,136	1,882,080
Uses:					
Home costs	15,684	690,096	1,160,616	1,631,136	1,882,080
Total Uses:	658,728	2,070,288	3,481,848	4,893,408	5,646,240
Total Phase 2: Rental Period	-	-	-	-	-

Phase 2: Rental Period

Sources:

Total Sources:

Uses:

Total Uses:

Total Phase 2: Rental Period

Visionary Home Builders of California
Option to Own Program
Financial Model

8/2/11

	Year									
	1	2	3	4	5	6	7	8	9	10
Phase 3: Permanent Financing										
Sources:										
on 1 home										
1st mortgage	165,600	-	-	-	2,458,400	5,268,000	5,268,000	5,268,000	5,268,000	5,268,000
2nd mortgage - down payment assistance	10,000	-	-	-	-	-	-	-	-	-
Savings from participant	3,000	-	-	-	42,000	90,000	90,000	90,000	90,000	90,000
Security deposit refund	1,307	-	-	-	18,298	39,210	39,210	39,210	39,210	39,210
Lease option refund	3,000	-	-	-	42,000	90,000	90,000	90,000	90,000	90,000
Savings earned from VHB	6,000	-	-	-	84,000	180,000	180,000	180,000	180,000	180,000
Total Sources:	188,907	-	-	-	2,644,698	5,667,210	5,667,210	5,667,210	5,667,210	5,667,210
Uses:										
Selling costs	7,024	-	-	-	98,336	210,720	210,720	210,720	210,720	210,720
Security deposit refund	1,307	-	-	-	18,298	39,210	39,210	39,210	39,210	39,210
Lease option refund	3,000	-	-	-	42,000	90,000	90,000	90,000	90,000	90,000
Savings earned from VHB	6,000	-	-	-	84,000	180,000	180,000	180,000	180,000	180,000
Sales commission	3,405	-	-	-	47,670	102,150	102,150	102,150	102,150	102,150
Payback to local subsidy and other sources	49,000	-	-	-	686,000	1,470,000	1,470,000	1,470,000	1,470,000	1,470,000
Conventional Loan payoff	119,171	-	-	-	1,668,394	3,575,130	3,575,130	3,575,130	3,575,130	3,575,130
Total Uses:	188,907	-	-	-	2,644,698	5,667,210	5,667,210	5,667,210	5,667,210	5,667,210
Total Phase 3: Permanent Financing	(0)	-	-	-	(0)	(0)	(0)	(0)	(0)	(0)

Visionary Home Builders of California
Option to Own Program
Financial Model

Key assumptions in our model are listed below:

Average Purchase Price Per Home	\$140,000
Average Rehabilitation Per Home	\$20,000
Annual inflation to rehabilitation costs	5%
Developer fee	\$10,000
Term of Loan	30
Fixed Interest rate of loan	7%
Down payment	35%
Closing Costs & Prepaid	4.0%
Annual Property Taxes Rate	0.10%
Annual Homeowners Ins. Rate	0.70%
Number of Years Program Runs (from enrollment to home purchase by participant)	5
Monthly rent to occupant (based upon 80% AMI for a family of four)	\$1,307
Annual Inflation Rate	3%
Average Sales Price	\$175,600
Portion of closing costs at sale of home	100%
Dollars saved by participant outside of VHB	\$50

RESOLUTION _____

APPROVING THE TRANSFER AND COMMITMENT AGREEMENT OF \$590,857.40 FEDERAL HOME INVESTMENT PARTNERSHIP ACT (HOME) FUNDS FROM THE COUNTY'S MANAGED FIRST TIME HOME BUYER AND REHABILITATION PROGRAMS TO THE BOUNCE BACK TO HOMEOWNERSHIP-OPTION TO OWN PROGRAM

WHEREAS, Visionary Home Builders of California, Inc., (VHB) is a nonprofit agency serving San Joaquin County, and

WHEREAS, VHB has developed the Bounce Back to Ownership-Option to Own Program that enables participants who have suffered through a foreclosure to become homeowners again, and

WHEREAS, VHB will purchase the homes and lease them to the participants for a period of 5 years, and

WHEREAS, At the end of the 5 year program, the participants will be educated and financially ready to buy the home they are leasing, and

WHEREAS, There is no impact to the General Fund.

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy approves the transfer and commitment agreement of \$590,857.40 in Federal Home Investment Partnership Act (HOME) Funds from the County's First Time Home Buyer and Rehabilitation Program to the Bounce Back to Homeownership-Option to Own Program.

The foregoing Resolution 2011-____ was passed and adopted by the Tracy City Council on the 6th day of September, 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

AUTHORIZATION FOR STAFF TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH PROPERTY OWNERS OF THE PROPOSED CORDES RANCH DEVELOPMENT WHICH IS LOCATED ON APPROXIMATELY 1700 ACRES OF LAND ON THE WEST SIDE OF TRACY PLANNED FOR INDUSTRIAL, OFFICE, AND RETAIL DEVELOPMENT

EXECUTIVE SUMMARY

The Cordes Ranch project is identified as Urban Reserve 6 in the City's General Plan, and is largely owned by four major parties, collectively referring to themselves as the West Tracy Owners Group. The project is located east of Lammers Road, north of Schulte Road and south of I-205 as shown in Attachment A to the staff report. On August 3, 2011, Dave Babcock, acting as a representative of the property owners, submitted an application for a Development Agreement (DA). Prior to processing a DA, in accordance with City policy, City Council must first authorize staff to negotiate a Development Agreement. This agenda item outlines the application submitted by the property owners and their request for City staff to receive authorization to negotiate. Any future consideration of approving a DA would be brought to City Council in a public hearing.

DISCUSSION

Development Agreements - General Info and Processing Requirements

State Law authorizes the use of Development Agreements (Government Code §65864-65869.5), which states in part that a DA is a means to, "strengthen the public planning process, to encourage private participation in comprehensive, long-range planning, and to reduce the economic costs of development."

A DA is a binding contract between the City and developer (property owner), which establishes performance criteria for both the City and developer. The intent of a DA is to provide security for both parties; it locks in certain approvals and rights for a defined period of time in exchange for benefits for the City.

In accordance with City Council Resolution 2004-368, there are procedures and requirements for the consideration of Development Agreements. For example, an application for a DA must contain details on which property is proposed for the DA; it must contain information on the intended land uses; it must contain the proposed public benefit offered to the City as an incentive for entering into the DA. The City has entered into several DAs in the last 20 years for projects such as Tracy Gateway, the I-205 Specific Plan area, and residential projects including the Presidio and Ellis projects, among others.

The benefit of a DA, from the City perspective, typically occurs when the City receives a defined public benefit, which it may not otherwise receive through standard conditions of

project approval and implementation. Such benefits can take many forms. Benefits from the developer perspective may include, for example, guaranteed land uses, provision of water and sewer utilities, and provisions of certainty that development requirements cannot be changed during the life of the agreement, e.g. zoning changes (unless one party defaults).

The first step in the DA process is to obtain City Council authorization to negotiate per Resolution 2004-368.

Another step, in addition to City Council authorization to negotiate a DA, is a requirement for a Cost Recovery Agreement to offset the City's costs for preparation of the DA. The City entered into a Cost Recovery Agreement with the property owners of the Cordes Ranch project on March 3, 2011, to cover all project processing costs. An amendment to that agreement clarifying that all costs associated with processing a DA are the developer's responsibility, will be prepared should City Council direct staff to negotiate a DA.

Status of other Cordes Ranch Project Applications

Processing a DA is typically done in conjunction with other land use applications, such as the Gateway and Ellis projects which involved DAs, annexation and zoning approvals. A DA must also comply with the California Environmental Quality Act (CEQA), which is typically completed in conjunction with those land use applications, and can involve preparation of an Environmental Impact Report (EIR).

This project is seeking a General Plan Amendment, a Specific Plan (zoning document), annexation, and a DA. Work has commenced on the General Plan Amendment and a first draft of the Specific Plan is nearing completion. The EIR consultants have an approved scope of work (City Council Resolution 2011-017) and work is commencing on the EIR. The anticipated schedule is to complete the EIR and entitlement applications in 2012. Adding a DA to the list of project applications will require additional levels of engineering analysis depending on the terms and complexity of the DA.

Excerpt of Developer Requests and Initial Public Benefits (DA terms) from the Authorization Request letter

The property owner's request, dated August 3, 2011 is provided as Attachment B to this staff report and is summarized below.

The applicant's request of the City includes the following:

- 1) A 30-year term to the DA;
- 2) Securing vested rights to develop the Cordes Ranch project in accordance with the applicable fee structure and the laws, policies and regulations in existence at the DA's effective date;
- 3) Assuring sufficient infrastructure capacity to develop the project as envisioned in the Cordes Ranch Specific Plan;

- 4) Providing for flexibility in connection with the applicable fee structure, including opportunities to construct infrastructure and/or dedicate land in lieu thereof, modifications to the timing of payment, and potential ability to obtain credits and/or adjust fee amounts based on actual generation rates and other appropriate criteria.

In exchange, the applicant identifies the following as initial concepts of public benefit, which are further explained in their letter:

- 1) Development of a state-of-the art commerce and business center integrating industrial, commercial, and office uses with high quality design, architecture and landscaping treatments to provide a remarkable entry to the City;
- 2) Open space and parks of approximately 64-acres connected by a system of bike and pedestrian trails. Class I bikeways and trail network would facilitate multi-modal access throughout the development with connection to the California Aqueduct Bike Trail.
- 3) Jobs creation, including "head of household" jobs;
- 4) Commitment of financial and human capital resources to foster economic development with activities such as business recruitment to attract higher wage jobs and support for emerging industries;
- 5) Comprehensive infrastructure systems to benefit the broader community by providing enhanced infrastructure-sharing opportunities in areas such as recycled water, drainage, and water supply;
- 6) Financial support and human capital resources to help achieve other important long-term community objectives, for example assistance in revitalizing Downtown and/or implementation of a comprehensive beautification program along I-205.

DA and Cordes Ranch Project Timing

If City Council directs staff to pursue a DA with the applicant, such negotiations would begin immediately. The goal would be to bring the DA back for City Council consideration as soon as possible. Likely the DA would be brought back in conjunction with the applicant's proposed amendments to the General Plan, the Cordes Ranch Specific Plan (zoning), and annexation request. Together these applications are a "project" under CEQA and involve preparation and certification of an EIR. The development team and City staff are working toward City Council action on the Cordes Ranch project in late 2012.

STRATEGIC PLAN

This item directly relates to the Economic Development Business plan goal of job creation. Cordes Ranch is a project that will ultimately lead to business development in industrial, office, and retail uses.

FISCAL IMPACT

An approval authorizing staff to negotiate the DA will have no fiscal impact; actual costs are tracked by staff and paid by the property owners through the Cost Recovery Agreement. This project may require the assistance of outside legal counsel depending on the timing needs of the applicants/property owners. Any such costs would be incurred by the developers as established in the Cost Recovery Agreement, which would be amended to clarify that the agreement also covers the processing of a DA.

RECOMMENDATION

Staff recommends that the City Council discuss the request submitted by the Cordes Ranch project property owners and provide direction to staff.

Prepared by: Bill Dean, Assistant DES Director

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

Attachments

- A: Location map of the proposed Cordes Ranch project
- B: Property Owners request to negotiate a Development Agreement

CORDES RANCH SPECIFIC PLAN: TRACY, CALIFORNIA





**MILLER STARR
REGALIA**

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August 3, 2011

VIA EMAIL AND U. S. MAIL

Leon Churchill
City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Re: Cordes Ranch Specific Plan: Initiation of Formal DA Discussions

Dear Mr. Churchill:

On behalf of Crossroads Business Center, L.P., this letter requests that an item be placed on the agenda for the regular City Council meeting scheduled for Tuesday, September 6th regarding the initiation of formal development agreement discussions. Specifically, the Cordes Ranch developers seek to commence formal discussions with the City, with the goal of defining mutually agreeable terms and conditions for a development agreement ("DA") in connection with the proposed project.

I. Nature and Purpose of Development Agreements; Development Rights and Other Items to Consider During the DA Negotiation Process.

The Legislature created Government Code section 65864 *et seq.* ("Development Agreement Statute") in response to the lack of certainty in the approval of development projects, which can result in a waste of resources, escalate the cost of housing, and discourage investment in and commitment to planning that would maximize the efficient utilization of resources.

The Development Agreement Statute is designed to strengthen the public planning process, to encourage private participation in comprehensive, long-range planning and to reduce the economic costs of development. This statute authorizes a city or county to enter into a binding agreement with any person having a legal or equitable interest in real property regarding the development of that property.

During the DA negotiation process for Cordes Ranch, we anticipate that a number of issues will be explored in order to arrive at a mutually beneficial agreement that contains detailed provisions regarding the parties' respective rights and obligations.

Of particular significance to the Cordes Ranch developers, are the following items that we hope to further explore with the City as part of this process:

- (1) Providing for a 30-year term in the DA;
- (2) Securing vested rights to develop the Cordes Ranch project in accordance with the applicable fee structure and the laws, policies and regulations in existence as of the DA's effective date;
- (3) Assuring sufficient infrastructure capacity to develop the project as envisioned in the Cordes Ranch Specific Plan;
- (4) Evaluating opportunities to construct the required infrastructure in the most efficient and cost-effective manner feasible; and
- (4) Providing for flexibility in connection with the applicable fee structure, including opportunities to construct infrastructure and/or dedicate land in lieu thereof, modifications to the timing of payment, and potential ability to obtain credits and/or adjust fee amounts based on actual generation rates and other appropriate criteria.

II. Public Benefits That Warrant Consideration of the Cordes Ranch DA

As indicated above, the Cordes Ranch developers look forward to formally commencing the DA negotiation process and working with the City in this regard. To that end, in compliance with the City's local DA procedures (as set forth in Reso. No. 2004-368, Exh. A, § 2(b)), the Cordes Ranch developers would like to take this opportunity to highlight a number of valuable public benefits for the Tracy community that would occur as a result of the project and justify consideration of the DA.

As you know, the Cordes Ranch vision has been developed over the past decade, in consultation with City staff from numerous departments (including Development & Engineering, Economic Development, Public Works, and Parks and Community Services, among others), the local transit agencies, and the community at large, with the objective of ensuring a successful, financially viable project that provides both short- and long-term community benefits. As described more fully below, Cordes Ranch would:

- Develop a state-of-the-art business park in a comprehensive and cohesive manner that takes advantage of its ideal location;
- Enhance the City's jobs/housing balance, generate a significant number of jobs for Tracy residents (both "head of household" and entry-level positions),

and commit financial support and human capital resources towards identified economic development programs;

- Contribute to the achievement of key goals identified in the City's Sustainability Action Plan by incorporating numerous sustainable features into the project's design; and
- Result in substantial revenue for the community in the form of taxes and fees that could help fund vital improvements to City infrastructure, services and amenities, and provide improved infrastructure systems that could benefit the broader community.

Coupled with these intrinsic assets, the Cordes Ranch developers anticipate working with the City to identify ways in which the project could provide additional meaningful public benefits to support the Tracy community. While we expect that a number of ideas will be considered during the DA negotiation process, the Cordes Ranch developers would like to specifically explore opportunities for the project to provide financial support and human capital resources that could be used by the City to help achieve other important long-term community objectives; e.g., revitalizing the Downtown area as well as developing and implementing a comprehensive beautification program along I-205.

A. Cordes Ranch Would Be Developed As A State-Of-The-Art Business Park In A Comprehensive, Thoughtfully-Designed, And Integrated Fashion That Takes Advantage Of Its Ideal Location.

The Cordes Ranch vision is to create a state-of-the-art commerce and business park, taking advantage of the increased demand for space in the Bay Area and its key location at the crossroads of two major transportation corridors.

1. The Project Would Be Developed In A Comprehensive And Cohesive Manner, With High-Quality Design, Architectural and Landscape Elements.

Cordes Ranch would be developed in a comprehensive fashion pursuant to the planning and regulatory framework set forth in the Cordes Ranch Specific Plan. The project has been thoughtfully designed to include a mix of light industrial (primarily warehouse and distribution uses), office and commercial uses, which would be developed in an orderly and attractive manner in response to market demands. The land use plan and product mix have been designed to be flexible in order to accommodate the jobs and industries of today and in the future, and to provide opportunities for both small and large employers to thrive.

Specifically, three distinct but integrated districts would be created, which would promote a sense of place and also serve as effective transitions among the various

uses. Warehouse, distribution and manufacturing uses would be developed within the interior portions of the project site, while the higher identity businesses (with an emphasis on commercial, office, and office/flex uses) would be developed on portions of the site abutting Mountain House Parkway and I-205. See attached Figure 1, Land Use Plan.

The project would incorporate high-quality architectural and landscape elements. Among other things, these features would ensure cohesiveness in overall design, effectively address compatibility issues, highlight the City's agrarian heritage, and reduce the buildings' perceived scale through screening and articulation. In addition, the project would highlight the western entrance to the City, with the construction of a new Crosstown parkway to provide residents access, the creation of a thematic gateway, and the introduction of the City's "hometown" character with enhanced landscape treatments and monuments along the I-205 freeway edge.

2. The Project Would Provide An Integrated Network Of Open Space And Park Areas For The Benefit Of Employees And Nearby Residents.

Cordes Ranch has been designed to incorporate integrated open space and park areas, connected by an extensive trail system. These facilities would enhance the health and wellness of employees and visitors; reduce vehicle miles traveled; create linkages throughout the site; protect and preserve important biological resources; and act as focal points where people can meet, socialize, picnic, exercise, and enjoy the outdoors. Specifically, the project would provide:

- An approximate 42-acre "Central Green Park."
- An approximate 22-acre "East Park."
- Two approximate 30-foot linear park/open space corridors with Class I bicycle/pedestrian facilities that parallel New Schulte Road and Commerce Way to provide links among the parks and open space areas as well as the adjacent Gateway project.
- Additional Class I bicycle/pedestrian facilities would be constructed (near the existing utility easements), which would further facilitate movement throughout the site.
- The project's trail network could facilitate future connections to the California Aqueduct Bike Trail, which could enhance recreational opportunities for the community by contributing to an integrated system that ultimately links Bethany Reservoir to O'Neil Forbay (at the base of the San Luis Reservoir).

- The existing natural drainage swale/channel that extends from the Delta Mendota Canal south toward the East Park would be enhanced with habitat areas, walking trails and passive use areas (in accordance with any resource agency requirements).
- Work cooperatively with the City and the resource agencies to preserve and enhance, to the extent feasible, any existing jurisdictional features on the site (in accordance with any resource agency requirements).

B. Cordes Ranch Would Enhance The City's Jobs/Housing Balance And Foster Job Growth And Economic Development.

Cordes Ranch is committed to contributing to a vibrant local economy and creating a healthy workplace for the City of Tracy and the San Joaquin Valley. The project would generate a significant number of jobs in the City for Tracy residents — both “head of household” and entry level positions. Also, the Cordes Ranch developers would like to explore opportunities to provide additional financial support and human capital resources towards identified economic development programs, particularly those designed to create “head of household” jobs.

Specifically, the project would:

- Locate a state-of-the-art business park near existing housing and transportation corridors, which would help enhance the Tracy community's jobs/housing balance.
- Create tens of thousands of jobs in the City of Tracy during construction and throughout the life of the project, including both “head-of-household” and entry-level positions.
- Commit additional financial support and human capital resources for the benefit of the Tracy community to foster economic development. Although the details will be determined during the DA negotiation process, this could include, for example:
 - Working with the City's economic development program to retain and recruit businesses that provide higher-wage jobs and support existing and emerging industries.
 - Coordinating with economic development staff and Cordes Ranch businesses to ascertain workforce needs and coordinate job placement and training services with Work Net.
 - Developing a skills and education inventory of Tracy residents, which could be used to market Cordes Ranch to prospective businesses as

a means of attracting companies to the area and further improving the City's jobs/housing match.

- Providing Cordes Ranch businesses with information about local vendors, service providers, and material suppliers in order to support local companies.
- Studying local child care needs and providing specific incentives for the location of child care services in close proximity to Cordes Ranch.

C. The Project Would Support The Achievement Of Goals In The City's Sustainability Action Plan.

Cordes Ranch would incorporate numerous sustainable features, consistent with and in furtherance of the City's recently enacted Sustainability Action Plan. For example, a number of project elements would help reduce vehicle miles traveled and the concomitant greenhouse gas emissions, including:

- Taking advantage of the project's location at the crossroads of two key transportation corridors. By creating jobs at this important location, traffic and related emissions would be markedly reduced by decreasing the need to commute over the Altamont Pass or to the South Bay.
- Providing an integrated pedestrian and bicycle network, as described more fully above, which would provide linkages internally as well as facilitate future potential connections to the Gateway project and the California Aqueduct Bike Trail.
- Promoting alternative means of transportation by working collaboratively with local transit agencies to fund and coordinate the extension of transit, the need for shuttle services, and the location of transit stops and associated facilities.
- Working with Cordes Ranch businesses to develop and implement an effective Transportation Demand Management (TDM) program.

In addition, the project would include a number of other sustainable features aimed at conserving resources, decreasing energy and water consumption, and reducing pollutants to air and water. Although the full breadth of these measures will be refined during the DA negotiation process, these measures would include, among others:

- Encouraging reliance on solar power through the siting and construction of solar-ready buildings to facilitate its use.

- Providing for a recycled water system, including installation of purple pipe, to facilitate the use of recycled water for on-site industrial uses and landscaping.
- Incorporating then-current energy efficient heating, cooling and lighting systems to meet or exceed, to the extent feasible, standards under Title 24 and the California Green Building Code.

D. Cordes Ranch Would Contribute Significant Amounts Of Funding To The Community Through Payment Of Taxes And Fees And Facilitate Infrastructure Improvements That Would Benefit The Broader Community.

As you know, private development in local jurisdictions can be critical to the community's financial well-being, particularly during these challenging economic times.

Cordes Ranch is expected to generate substantial revenue — which the City could use to improve vital infrastructure, services and amenities for the benefit of the Tracy community — as a result of sales, property and other applicable taxes and assessments, given the scope of the project and the proposed commercial and highway retail uses. In addition, Cordes Ranch would be required to either construct or fund its fair share of on-site and off-site infrastructure through payment of applicable impact and connection fees.

It is anticipated that the project's comprehensive infrastructure system also would benefit the broader community by providing enhanced infrastructure-sharing opportunities. For example:

- The project has been planned to serve as the largest recycled water disposal area within the City limits.
- The project's proposed drainage solution would solve a long-standing drainage problem by eliminating flooding from unincorporated communities to the north of the site.
- The Cordes Ranch developers are currently in the process of negotiating a wholesale agreement with Byron-Bethany Irrigation District (BBID) for an additional supply of water (up to 11,000 AFY), which could be made available to the City to help serve future development proposed under the City's General Plan.

E. Cordes Ranch Would Provide Financial Support And Human Capital Resources To Help The City Achieve Other Important Objectives.

In addition to the above-described benefits that are intrinsic to the project, the Cordes Ranch developers anticipate working with the City to identify ways in which the project could provide additional meaningful public benefits to support the Tracy community. Specifically, the Cordes Ranch developers would like to explore opportunities for the project to provide financial support and human capital resources, which could be used by the City to help achieve other important long-term community objectives.

While we anticipate a number of ideas will be explored during the DA negotiation process, the goal would be for this financial and human capital support to be used in a manner that is mutually beneficial for the parties. For example, potential discussion items could include opportunities to assist the City in its revitalization of the Downtown area, such as facilitating general beautification efforts, contributing toward façade upgrades, and helping to establish the new plaza as a key focal point. Another area to consider could be opportunities for the developers to assist with the preparation and implementation of a comprehensive beautification program along I-205.

The Cordes Ranch developers are committed to developing a cohesive, thoughtfully-designed, and sustainable project that takes advantage of its ideal location at the crossroads of two major transportation corridors. As part of a collaborative effort, the developers look forward to working with the City to identify ways in which this project can also provide additional meaningful public benefits to support the Tracy community.

Leon Churchill
August 3, 2011
Page 9

To that end, our client respectfully requests that the City Council permit City staff to commence formal DA discussions with the Cordes Ranch developers.

Very truly yours,

MILLER STARR REGALIA



Nadia L. Costa

NLC:jj

cc: Bill Dean, Assistant Community Development Director
Andrew Malik, Director, Development & Engineering Services
Dan Sodergren, City Attorney
Harold Beral, Golden State Development
Todd Blaettler, Ryder Homes
Dana Parry, Reynolds & Brown
Jason Lurie, Reynolds & Brown
Rick Woodward, CRS Real Estate
Timothy Murphy, TWL Investors
Ryan Murphy, TWL Investors
David Babcock, David Babcock & Associates
Chuck McCallum, Kier & Wright

RESOLUTION 2011- _____

AUTHORIZING STAFF TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH
PROPERTY OWNERS OF THE PROPOSED CORDES RANCH DEVELOPMENT
WHICH IS LOCATED ON APPROXIMATELY 1700 ACRES OF LAND ON THE WEST
SIDE OF TRACY PLANNED FOR INDUSTRIAL, OFFICE, AND RETAIL
DEVELOPMENT

WHEREAS, The Cordes Ranch project is identified as Urban Reserve 6 in the City's General Plan, and is largely owned by four major parties, collectively referring to themselves as the West Tracy Owners Group, and

WHEREAS, Prior to processing a DA, in accordance with City policy, City Council must first authorize staff to negotiate a Development Agreement, and

WHEREAS, The City entered into a Cost Recovery Agreement with the property owners of the Cordes Ranch project on March 3, 2011, to cover all project processing costs, and

WHEREAS, An approval authorizing staff to negotiate the DA will have no fiscal impact; actual costs are tracked by staff and paid by the property owners through the Cost Recovery Agreement.

NOW, THEREFORE, BE IT RESOLVED That City Council authorizes staff to negotiate a Development Agreement with property owners of the proposed Cordes Ranch Development.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 6th day of September, 2011 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

September 6, 2011

AGENDA ITEM 5

REQUEST

RECEIVE AND DISCUSS THE END OF YEAR REPORT FOR THE GRAND THEATRE CENTER FOR THE ARTS

EXECUTIVE SUMMARY

Staff is presenting an overview of the fourth year of operations as well as the operational plan for the upcoming fifth year of operations of the Grand Theatre Center for the Arts.

DISCUSSION

The Grand Theatre Center for the Arts (<http://www.atthegrand.org/>) is both a catalyst and victim of the regional and local economy. The Center continued to be one of downtown's focal points hosting 209 separate performances, rehearsals or special events beyond the daily class and exhibition programming. On the other hand, demand for some services showed a decline during the 2010-11 season.

Patron Services completed its first year as a one-stop point for ticket sales and registration for all city activities as well as many community events. Over the year Patron Services Staff handled over 5,800 registrations, nearly 20,000 tickets and fielded over 10,000 calls. In previous years the Box Office handled around 400 registrations per year. Call volume was also considerably lower since many calls are informational regarding internet registration. Ticket sales have had steady increases all four years.

PRESENTING SEASON

The Grand Theatre Center for the Arts' fourth Presenting Season scheduled performances from September through May. Comedian John Heffron, winner of NBC's *Last Comic Standing*, kicked off the season that featured two musicals, eight plays, seven concerts, nine family events, a jazz nightclub series and 22 cinematic treasures.

The Resident Company program continued for a second year with the Tracy Performing Arts Foundation and the newly accepted Children's Dance Theatre. Together they provided 8 of the Season's events.

Family programming continued to be the most successful within our Season. *Grease* and *The Nutcracker* were the most popular shows selling 75% or more for all performances. The total attendance for the Presenting Season was 9,288 – a 92% increase from the previous year.

COMMUNITY AND COMMERCIAL PRESENTATIONS

The rental operations remain active six to seven days a week, depending on the demand, and staff continues to work with community groups to showcase their performances to their families and friends. For the first time the Grand Theatre has started to see significant interest from communities outside of Tracy for being the best

location to produce their shows. Groups from Stockton and Brentwood produced dance and religious based events bringing over 2,500 people from their communities to downtown Tracy.

The Grand Theatre Center for the Arts' rentals totaled 89 in the fourth year. This is significantly less (a 40% decline) than the third year's number of over 150. This lower number can be directly attributed to the increased size of the presenting season, and the efforts by staff to provide rehearsal space to local companies providing season events. The overall attendance for the community and commercial presentations was not as drastically affected with 12,467 patrons attending during the fourth Season at the Grand Theatre. This is a 23% drop from last year. The most noticeable change in this category is that there are much fewer free and open-to-the-public events that the community and commercial presenters are able to produce.

GRAND GALLERIES

The Grand Galleries exhibition schedule operated five days a week from July 2010 through July of 2011 presenting six exhibits in the galleries. The most notable exhibitions of this season were *Recollection – Centennial Celebration Historical Exhibition* and *Kunstlerleben* – a retrospective of Stephen Gyermek, a master artist who trained in Europe and immigrated to the US in 1957.

Across the 2010-11 Season visitors and patrons interacted with exhibitions programming, including a multitude of diverse special events such as receptions, gallery talks by the artists, demonstrations and workshops. The overall attendance of the Grand Galleries was 7,102 – down 20% from the previous year largely attributed to a significant drop in Bean Festival Weekend attendance in 2010.

Introduced at the start of the holiday season in December of 2009, Art Co-opted continued to serve as a modern, cooperative exhibition space. During its second year, 133 items were sold grossing \$5,330 – a 21% increase compared to the previous year.

ARTS EDUCATION

The Arts Education Program operates all year long, six days a week, 12 hours a day. The program presented a variety of classes and workshops in visual and performing arts for children, teens and adults. The classes included tap, ballet, hip-hop, ballroom dance, oil and acrylic painting, drawing, ceramics wheel throwing, photography and private and group music instruction.

Staff assesses the interests and demands of arts education within our community by listening to public feedback, appraising student evaluations and speaking with faculty members. The program held 589 classes for 1,824 total participants – a 35% decrease over the previous year. Of all the programming at the Center, Arts Education was the hardest hit from the state of the economy, and the first two quarters saw substantial decline as a result of a large turnover of contract instructors. As staff recruited new instructors and marketing was increased, the third and fourth quarters did improve and the positive growth is expected to continue for the 2011-12 season.

UPCOMING FISCAL YEAR 2011-2012 PROGRAMMING

This year for the anniversary weekend, which falls on the same weekend as the annual Tracy Bean festival, the Center will have an open house for the public. All programming will be free. The Eleni Tsakopoulos-Kounalakis Theatre will feature full days of classic cartoons and other shorts, the Arts Education Programming will provide demonstrations and activities in the classrooms, and the Grand Galleries will kick off its season with a folk art exhibition featuring an intriguing selection of antique and contemporary outsider folk art from the collection of Roff and Arlene Graves.

The Theatre's Presenting Season will kick off on September 23rd with Country artist Kellie Pickler. Staff has already experienced success with the event; only 8 hours after tickets went on sale the concert was 91% sold and completely sold out three days later. The Season will then run through May 2012 and will feature, two musicals, three dance performances; five family shows, a brand new comedy film festival, the return of the haunted house, continuation of the Friday Night Jazz Series and eight concerts, including the legendary Phantom Franc D'Ambrosio and the return of the Stockton Symphony to Tracy. The entire season is described in the attachment.

The Galleries will feature 6 exhibitions and a special holiday event in the Co-Op and the Arts Education Program will continue its regular programming and explore new classes and workshops through new collaborations with the Tracy Art League and Tracy Camera Club. In all areas of programming, staff will continue to research trends and look toward community and local business relationships to improve marketing and program outreach.

STRATEGIC PLAN

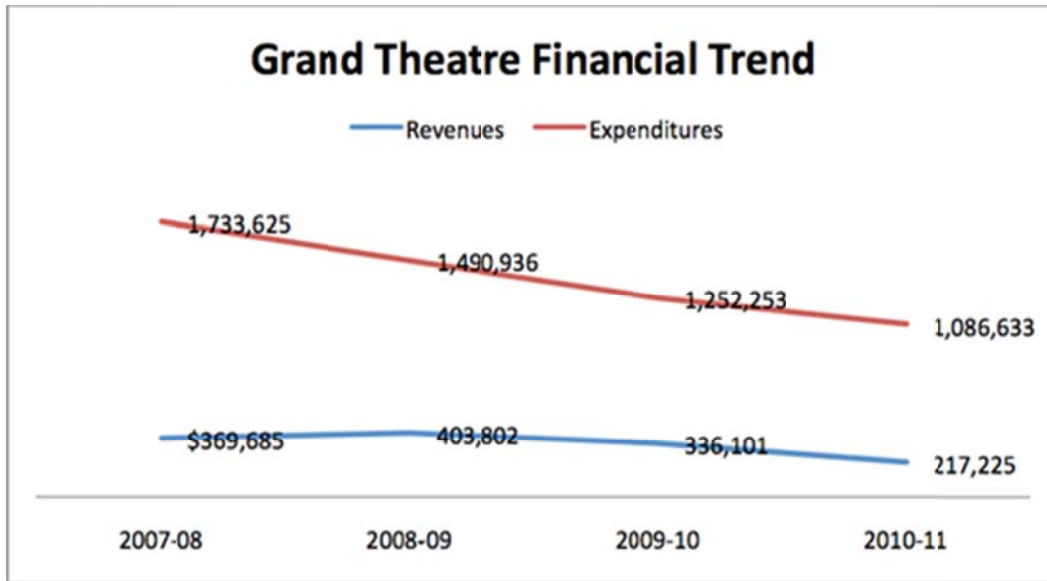
This agenda item supports Strategic Priority Four - Livability, and specifically implements the following goal and objective:

Goal 2: A city with enticing arts, entertainment, and recreation

Objective 2: Increase the number of entertaining, cultural, educational, and recreational activities

FISCAL IMPACT

There is no fiscal impact in accepting this report. However, the financial performance of the Grand Theatre Center for the Arts showed consistent and steady decline in General Fund support over its first four years of operation. The chart below shows a decline totaling 37 percent over four years in the annual subsidy for the GTCFTA. The General fund subsidy in FY2010-11 was \$843,158, a decline of \$491,000 since FY 2007-08.



Further decline in the annual subsidy would erode the GTCFTA's ability to secure high-profile entertainment that enables Tracy to be a regional attraction. Private contributions, sponsorships, and underwriting remains the biggest opportunity to improve the GTCFTA's financial picture. Communities of Tracy's size should be able to generate much more in private contributions, but the effects of the Great Recession and lagging consumer confidence are unknown. These efforts will best be aided by a robust and fully functional Grand Theatre Foundation in 2011-12.

RECOMMENDATION

Receive and discuss the end of year report for the Grand Theatre Center for the Arts.

ATTACHMENT

- A. 2010/2011 Grand Theatre Center for the Arts End of Year Stats.
- B. 2011-12 Grand Theatre Center for the Arts Season

Prepared by: Jeffrey Haskett, Theatre Supervisor
Approved by: Leon Churchill, Jr., City Manager

ATTACHMENT A

2010/2011 Grand Theatre Center for the Arts End of Year Stats

Approved Amended Budget: \$1,249,717
Actual Expenditures: \$1,086,633
Total Revenue: \$217,225

2010/11 total attendance: 29,732

Presenting Season

Performances offered: 86
Total Attendance: 9,288
Gross revenue: \$135,099

Rentals

Events: 89
Total attendance: 12,467
Gross Revenue \$86,895

Exhibitions Program

Featured Exhibitions: 6
Total Exhibitions Attendance: 7,102
Average Daily Attendance: 48.8
Average Weekly Attendance: 259

Art Co-Opted in the Matthews Gallery
Works/Items Sold: 133
Gross Revenue: \$5330

Arts Education

Total Classes Offered: 1055
Total Classes Held: 622
- Dance: 85
- Drama: 22
- Music: 260
- Visual Arts: 216
- Other (camps, workshops, etc.): 39

Total Number of Instructors: 46
Total Number of Students: 1985
Total Number of Financial Aid Recipients: 120

Total Gross Revenue: \$132,033
- Financial Aid \$8,244 (6% of all Registrations)
- Customer Payments \$123,789

ATTACHMENT B

Season Headline

Kellie Pickler

September 23, 2011 8 PM

\$30 - \$70

Kicking off our season this Country sensation and American Idol alum will rock your "red high heels." Now with a new hit single and album on its way we have caught a piece of this small town girl who's making it big.

Concert Series

Come Together Beatles Tribute

October 8, 2011 7:30 PM

\$27 - \$37

In this live musical performance 'Come Together' recreated the look, sound and history of the Beatles. Taking you back in time to witness their phenomenal rise to pop stardom.

Heart Breaker Led Zeppelin Tribute

November 12, 2011 8 PM

\$27 - \$37

Featuring hit selections from Led Zeppelin's legendary career this high energy show might have you believing Robert Plant, Jimmy Page, John Paul Jones and John Bonham are playing right before your eyes.

American Beauty: The Grateful Dead

February 4, 2011 8 PM

\$27 - \$37

(Please keep in the season calendar but you may remove from the concerts page.)

Salute to the Rat Pack

February 19, 2011 2 PM

\$27 - \$37

A salute to the legendary singers of Las Vegas, entertainer Jonathan Poretz returns to the Grand with all the great hits of Frank Sinatra, Dean Martin, and Sammy Davis Jr back by his smoking hot jazz ensemble.

Irving Berlin Story

March 25, 2011 2 PM

\$27 - \$37

An intimate review featuring dance, music and comedy, highlighting the life and songs of America's favorite composer.

The Wonderelles

May 19, 2011 8 PM

\$27 - \$37

A high energy 50's and 60's musical revue that features all the 'girl-group' hits of that era, complete with stylish choreography, period costumes and great vocal harmonies.

ATTACHMENT B

Family Series

A Little Princess

November 18 – 19, 2011 7 pm

November 20, 2011 2 pm

\$7 - \$15

Sara Crewe, heiress to a large fortune. After family tragedy Sara is forced to become a servant, scrubbing cobblestones and washing cooking kettles. When a mysterious gentleman from India takes the house next door, some strange and curious things begin to happen.

Andy and Jeff save Christmas \$7

December 3, 2011 1 PM & 4 PM

\$8 - \$10

Kick start the holidays with the family show. See the mischievous elves and a bunch of other famous characters save christmas and Santa himself. Kids will get to vista Santa after the 1pm performance. The downtown parade will start outside the Grand right after the 4pm performance followed the tree lighting and Santa at City Hall.

Dangerous Dinos

February 17, 2012 7 PM and February 18, 2012 2 PM

\$8 - \$10

Dangerous only to those who harm our planet the three dinosaurs have a mission . . . be earth friendly, resist violence and follow the three D's. Dinos Don't Do Drugs.

Magic, Motion and Mischief

March 3, 2011 2 PM

\$7 - \$15

Juggling knives with his hands on fire, escaping from a straitjacket upside-down or juggling music, Greg Frisbee and his never ending trunk of props will be sure to have you laughing out loud. The show currently features comedy, juggling, magic, and above all else, family fun.

Easter Eggstravaganza

April 6, 2012 @ 7 PM and April 7, 2012 @ 2 PM

\$8 - \$10

This high energy musical holiday show includes lots of audience participation, the easter bunny and an Easter egg hunt after the show.

ATTACHMENT B

Classical Series

Francesco Atteshi

October 9, 2011 2 PM

\$18 - \$20

Italian Pianist of international renown together with organist Matteo Galli will present opera transcriptions for piano and organ by composers like Rossini, Verdi, Mozart and Saint-Saëns.

Central Valley Concert Band

November 19, 2011 6 PM

Petting zoo 4pm

\$10 - \$15

Providing music entertainment and education to the Central Valley, these local professional musicians bring the "classical pops" as well as a interment petting zoo for all the family to enjoy.

Stockton Symphony Uzu and Muzu

March 4, 2012 2 PM

\$20 - \$30

Guest percussion soloists and Israel's renowned composer Avner Dorman along with the Stockton Symphony bring us the world premiere of Uzu and Muzu a musical parable and adaptation of a cherished Israeli children's story.

Dance

Handel's Messiah Ballet

December 9-10, 2011 8 PM

\$20 - \$35

This unique production presents George Fredrick Handel's 1742 masterpiece Messiah in classical ballet form.

New Dance Company

March 10, 2012 8 PM

\$20 - \$35

This Stockton staple and nationally renowned dance company brings contemporary dance to the Grand's season.

Polynesian Dance show

April 14, 2012 2 PM & 7 PM

\$10 - \$15

This Extravaganza will demonstrate the ancient style of Hula Kahiko as well as modern styles of Hula Auana all in keeping with storytelling nature. Complete with Tahitian live drumming and translation of the songs.

ATTACHMENT B

Broadway At Its Best

I love you, your perfect, now change

March 16 – 17, 2012 8 PM

March 18 2 PM

\$10 - \$20

This musical comedy is about the modern-day suburban mating game. "Everything you have ever secretly thought about dating, romance, marriage, lovers, wives, husbands and in-laws, but were afraid to admit."

Franc D'Ambrosio

February 25, 2012 8 PM

\$20 - \$40

Famous for his role as the longest running Phantom of the Opera this touring sensation will return this year to wow us with some of Broadway's biggest hits.

Annie

May 4-5, 2012 8 PM

May 6, 2012 2 PM

May 11-12, 2012 8 PM

\$15 - \$20

Leapin' Lizards! "Annie" is a spunky Depression-era orphan determined to find her parents, who abandoned her years ago on the doorstep of a New York City Orphanage run by the cruel, embittered Miss Hannigan.

Special Events

Haunted House at the Grand

October 21-22 & 27 – 31, 2011

\$5 - \$8

The spooky 1923 theatre and surrounding buildings are transformed for thrills and chills. Experience the Grand like never before. Younger Children can visit the mysterious Old Jail next door for a special interactive Halloween experience.

ATTACHMENT B

Comedy Film Festival

Featuring the work of W.C. Fields

September 30, 2011 – October 2, 2011

\$5 - \$15

W. C. Fields (1880-1946), Vaudeville juggler, radio funnyman, comic writer, and movie star. Join us with special guest, great grand son and biographer, Ronald J. Fields for a weekend exploring some of the comedic movie treasures from his filmography. Please check our website films and show times.

Cinematic Treasures

Take some of those unforgettable hits, old time classics, lots of family fun and a little bit of pop culture and you've got this years Cinematic Treasures series. A little something for everyone and ticket are only \$4. Unless noted movies start at 2 PM.

Young Frankenstein

October 23, 2011

*Rocky Horror Picture Show

--Special Time 12:01am--

February 26, 2012

Hocus Pocus

October 30, 2011

Princess Diaries

March 11, 2012

Chitty Chitty Bang Bang

November 6, 2011

To Kill a Mocking Bird

March 18, 2012

Bonnie and Clyde

November 20, 2011

Ferris Bueller's Day Off

April 15, 2012

The Muppet Christmas Carol

December 4, 2011

*The Princess Bride

April 29, 2012

A Christmas Story

December 11, 2011

Dirty Dancing

May 20, 2012

The Birds

January 15, 2012

The Godfather Trilogy

January 28 – 29, 2012 (Saturday 2 PM & 7 PM, Sunday 2 PM)

* Subject to Studio Approval

AGENDA ITEM 6

REQUEST

APPOINT ONE APPLICANT TO THE TRACY ARTS COMMISSION

EXECUTIVE SUMMARY

There is a vacancy on the Tracy Arts Commission due to the mid-term resignation of Michael Hays. A recruitment was conducted, interviews were held and an appointment needs to be made.

DISCUSSION

There is one vacancy on the Tracy Arts Commission due to the mid-term resignation of Commissioner Michael Hays. To fill the vacancy, the City Clerk's office conducted a recruitment which opened on July 1, 2011, and closed on July 21, 2011. Three applications were received.

On August 23, 2011, a Council subcommittee consisting of Council Member Abercrombie and Council Member Rickman interviewed the applicants. In accordance with Resolution 2004-152, the Council subcommittee will recommend an applicant for appointment to the Tracy Arts Commission. The appointee will serve the remainder of the vacated term which expires on December 31, 2013.

The subcommittee can recommend the Council establish an eligibility list that could be used to fill vacancies that occur in the following 12 months.

FISCAL IMPACT

None.

STRATEGIC PLAN

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

RECOMMENDATION

That Council approves the subcommittee's recommendation and appoints one applicant to the Tracy Arts Commission to serve the remainder of the vacated term which expires on December 31, 2013.

Prepared by: Carole Fleischmann, Assistant City Clerk
Reviewed by: Maria Hurtado, Assistant City Manager
Approved by: Leon Churchill, Jr., City Manager

AGENDA ITEM 8.A

REQUEST

THAT THE CITY COUNCIL MAKES A DETERMINATION OF THEIR POSITION ON RESOLUTIONS TO BE CONSIDERED AT THE ANNUAL BUSINESS MEETING OF THE 2011 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

EXECUTIVE SUMMARY

Request that Council discuss and determine their position on the six resolutions being considered at the Annual Business Meeting of the League of California Cities Annual Conference.

DISCUSSION

The League of California Cities Annual Conference is scheduled for Wednesday, September 21st through Friday, September 23rd, in San Francisco. An Important part of the conference is the Annual Business Meeting. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

At the request of the League of California Cities, and in order to expedite the conduct of business at this policy-making meeting, a City Council Member from each city is designated as the voting delegate. Mayor Ives will be the voting delegate for the City of Tracy. Assistant City Manager Maria Hurtado is attending the conference and may act as the alternate.

Attached is a packet of information from the League of California Cities which includes the following six resolutions being considered at the Annual Business Meeting:

1. A resolution supporting alternative methods of meeting public notice requirements and to advocate for revisions to the government code recognizing alternative methods as a means to meet noticing requirements;
2. A resolution relating to Tort reform;
3. A resolution related to raising public awareness about the imminent health and safety concerns for bullied children;
4. A resolution supporting the prison rape elimination act of 2003;
5. A resolution calling for the replacement of the death penalty with the sentence of life imprisonment without the possibility of parole;
6. A resolution referred to general assembly;

The attached description of the 2011 annual conference resolutions includes the actual resolution and background information on each resolution for Council consideration.

STRATEGIC PLAN

This agenda item is a routine operational item and is not related to the City's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council discusses and determines their position on each of the six attached resolutions.

ATTACHMENT

Attachment 1: Annual Conference Resolutions Packet Notice of League Annual Meeting

Prepared by: Carole Fleischmann, Assistant City Clerk

Reviewed by: Maria A. Hurtado, Assistant City Manager

Approved by: Leon Churchill, Jr., City Manager



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

August 9, 2011

TO: Mayors, City Managers and City Clerks
League Board of Directors
General Resolutions Committee Members
Members, League Policy Committees to Which Resolutions Are Referred

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2011 Annual Conference Resolutions Packet.

Annual Conference in San Francisco. This year's League Annual Conference will be held September 21 – 23 at the Moscone West Convention Center in San Francisco. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Business Meeting - Friday, September 23, 2:30 p.m. The League's Annual Business Meeting will be held at the Moscone West Convention Center in Room 3000.

Resolutions Packet. At the Annual Conference, the League will consider the six resolutions introduced by the deadline, Saturday, July 23, 2011, midnight. These resolutions are included in this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 21 - 23 — San Francisco

I. INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, five resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees. One resolution has been introduced that will go directly to the General Assembly at the League's Annual Business Meeting per the League bylaws.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Administrative Services and Public Safety. These committees will meet on Wednesday, September 21, 2011, at the Moscone West Convention Center in San Francisco. Please see page iii for the policy committee meeting schedule. The sponsors of the resolutions have been notified of the time and location of the meetings.

Two other policy committees will also be meeting: Revenue and Taxation and Employee Relations. No resolutions have been referred to these two committees.

Four policy committees will not be meeting at the annual conference. These committees are: Community Services; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication, & Public Works.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 4:00 p.m. on Thursday, September 22, at the Moscone West Convention Center, to consider the reports of the two policy committees regarding the five resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 2:30 p.m. on Friday, September 23, at the Moscone West Convention Center, Room 3000.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 2:30 p.m., Thursday, September 22. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224.

II. GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.
 - (c) Consider important issues not adequately addressed by the policy committees and Board of Directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

III.
LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 21, 2011
Moscone West Convention Center, San Francisco
Fourth & Howard Street

POLICY COMMITTEES MEETING AT ANNUAL CONFERENCE TO
DISCUSS AN ANNUAL CONFERENCE RESOLUTION

9:00 a.m. – 10:30 a.m.	Public Safety
11:00 a.m. – 12:30 p.m.	Administrative Services

POLICY COMMITTEE MEETINGS AT ANNUAL CONFERENCE TO
DISCUSS OTHER ISSUES

9:00 a.m. – 10:30 a.m.	Employee Relations
11:00 a.m. – 12:30 p.m.	Revenue & Taxation

Note: These policy committees will **NOT** meet at the Annual Conference:
Community Services
Environmental Quality
Housing, Community & Economic Development
Transportation, Communication & Public Works



General Resolutions Committee
Thursday, September 22, 2011, 4:00 p.m.
Moscone West Convention Center



Annual Business Meeting and General Assembly
Friday, September 23, 2011, 2:30 p.m.
Moscone West Convention Center, Room 3000

**IV.
KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly		

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	Alternative Methods of Meeting Public Notice Requirements and to Advocate for Revisions to the Government Code Recognizing Alternative Methods as a Means to Meet Noticing Requirements			
2	Tort Reform			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
3	Raising Public Awareness about the Imminent Health and Safety Concerns for Bullied Children			
4	Prison Rape Elimination Act of 2003			
5	Replacement of the Death Penalty with the Sentence of Life Imprisonment without the Possibility of Parole			

NO POLICY COMMITTEE – REFERRED DIRECTLY TO THE GENERAL ASSEMBLY*

		1	2	3
6	City of Bell	N/A	N/A	

*Per the League’s Bylaws, Resolution Number 6 will only be referred to the League’s General Assembly.

Please note: These committees will ***NOT*** meet at the annual conference: Community Services; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication & Public Works

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- A - Approve
- D - Disapprove
- N - No Action
- R - Refer to appropriate policy committee for study
- a - Amend
- Aa - Approve as amended
- Aaa - Approve with additional amendment(s)
- Ra - Amend and refer as amended to appropriate policy committee for study
- Raa - Additional amendments and refer
- Da - Amend (for clarity or brevity) and Disapprove
- Na - Amend (for clarity or brevity) and take No Action
- W - Withdrawn by Sponsor

Action Footnotes

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

V.
2011 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTIONS REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION SUPPORTING ALTERNATIVE METHODS OF MEETING PUBLIC NOTICE REQUIREMENTS AND TO ADVOCATE FOR REVISIONS TO THE GOVERNMENT CODE RECOGNIZING ALTERNATIVE METHODS AS A MEANS TO MEET NOTICING REQUIREMENTS

Source: Desert/Mountain Division

Referred To: Administrative Services Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, the Desert/Mountain Division of the League of California Cities recognizes local municipalities have a civic duty to conduct business in open, noticed public meetings; and

WHEREAS, that same duty calls for cities to engage their citizenry by noticing time and locale of public meetings, public hearings, introduction and adoption of Ordinances, and bid opportunities; and

WHEREAS, in accordance with California Government Code Section 54954.2, the requirement for posting meeting agendas reads as follows:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public ...

WHEREAS, in accordance with California Government Code Section 6066, the requirement for publishing public hearing notices reads as follows:

6066. Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

WHEREAS, in accordance with California Government Code Section 6060, the term “notice” is defined as follows:

6060. Whenever any law provides that publication of notice shall be made pursuant to a designated section of this article, such notice shall be published in a newspaper of general circulation for the period prescribed, the number of times, and in the manner provided in that section. As used in this article, “notice” includes official advertising, resolutions orders, or other matter of any nature whatsoever that are required by law to be published in a newspaper of general circulation.

WHEREAS, notwithstanding any provision of law to the contrary, a newspaper is a "newspaper of general circulation" if it meets the criteria listed in California Government Code Sections 6000 and 6008, which read as follows:

6000. A "newspaper of general circulation" is a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, which has a bona fide subscription list of paying subscribers, and has been established, printed and published at regular intervals in the State, county, or city where publication, notice by publication, or official advertising is to be given or made for at least one year preceding the date of the publication, notice or advertisement.

6008. Notwithstanding any provision of law to the contrary, a newspaper is a "newspaper of general circulation" if it meets the following criteria:

- (a) It is a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, which has a bona fide subscription list of paying subscribers and has been established and published at regular intervals of not less than weekly in the city, district, or judicial district for which it is seeking adjudication for at least three years preceding the date of adjudication.
- (b) It has a substantial distribution to paid subscribers in the city, district, or judicial district in which it is seeking adjudication.
- (c) It has maintained a minimum coverage of local or telegraphic news and intelligence of a general character of not less than 25 percent of its total inches during each year of the three-year period.
- (d) It has only one principal office of publication and that office is in the city, district, or judicial district for which it is seeking adjudication.

WHEREAS, in accordance with California Government Code Section 36933, within 15 days after a passage of an Ordinance, a City Clerk shall publish and post Ordinances, and if so chosen, a member of the public may request notification as follows:

-(d) (1) Any member of the public may file with the city clerk, or any other person designated by the governing body to receive these requests, a request for notice of specific proposed ordinances or proposed amendments to ordinances.
- (2) Notice pursuant to paragraph (1) shall be mailed or otherwise transmitted at least five days before the council is scheduled to take action on the proposed ordinances or proposed amendments to an ordinance. **Notice may be given by written notice properly mailed or by e-mail if the requesting member of the public provides an e-mail address.** Notice may be in the form specified in either paragraph (1) or (2) of subdivision (c), as determined by the city council.
- (3) As an alternative to providing notice as requested of specific proposed ordinances or proposed amendments to ordinances, the city clerk, or other person designated by the governing body, may place the requesting member of the public on a general mailing list that gives timely notice of all governing body public meetings at which proposed ordinances or proposed amendments to ordinances may be heard, as provided in Section 54954.1. If this alternative is selected, the requesting member of the public shall be so advised.
- (4) The city may charge a fee that is reasonably related to the costs of providing notice pursuant to this subdivision. The city may require each request to be annually renewed.
- (5) Failure of the requesting person to receive the information pursuant to this subdivision shall not constitute grounds for any court to invalidate an otherwise properly adopted ordinance or amendment to an ordinance.

WHEREAS, as California Government Code Section 36933 already recognizes electronic mail as a form of communicating with the public when it comes to Ordinances, the Desert/Mountain Division of the League of California Cities seeks other public noticing requirements in the Government Code reflect the same; and

WHEREAS, the traditional means of noticing in local adjudicated newspapers is antiquated and inefficient; and

WHEREAS, the Desert/Mountain Division of the League of California Cities recognizes that in recent decades, technology has vastly improved; and

WHEREAS, that technology includes the advent of the internet, electronic mail, social media, smart phones and other smart devices (i.e. iphones/ipads); and

WHEREAS, the public is becoming increasing familiar with the use of new technology and using it as a means to gain quick and up-to-date information; and

WHEREAS, the public has a preference for receiving information in an electronic format; and

WHEREAS, the Desert/Mountain Division of the League of California Cities is in support of cities communicating with the public using innovative, enhanced methods of communication; now therefore be it

RESOLVED by the General Assembly of the League of California Cities assembled at the Annual Conference in San Francisco, September 23, 2011, that the Desert/Mountain Division of the League of California Cities:

1. Desires to enhance current public noticing requirements by communicating with the public using innovative, technologically friendly methods of communication.
2. Request that the League, as a whole, support alternative methods of meeting public notice requirements.
3. Request the League advocate for the State Legislature to adopt revisions to the California Government Code recognizing alternative methods as a means to meeting public notice requirements.
4. Support any legislation that would adopt revisions to the California Government Code recognizing alternative methods as a means to meeting public notice requirements.

//////////

Background Information on Resolution No. 1

Source: Desert/Mountain Division

Municipalities have a civic duty to conduct business in open, properly noticed public meetings. That same duty calls for cities to engage their citizenry by noticing time and locale of public meetings, public hearings, introduction and adoption of Ordinances, bid opportunities and the like. The public has a right to know what local elected officials are doing with public funds. The public has a right to know what decisions are being made that will affect them.

In efforts to engage the public, encourage more participation at public meetings and enhance communication with constituents, our division has discussed current public noticing requirements required by the State of California. Current requirements include cities place notices in a general newspaper of circulation. Annually, cities spend quite a bit on this task. For example, the City of Big Bear Lake, population 6,700, spends \$15,000 - \$20,000 a year on noticing in their local weekly newspaper and on occasion, in a regional. This is a substantial amount for a small city.

Noticing is typically done in the classified section, next to garage sale and help wanted ads. This system is antiquated and inefficient. Can you remember the last time you read that section of the paper? In recent decades, technology has vastly improved, given the advent of the internet, electronic mail, social media, smart phones and other smart devices (iphones/ipads). The public is becoming increasingly familiar with the use of new technology, using it as a means to gain quick and up-to-date information. We see more and more the public have a preference for receiving information in an electronic format. Technology allows us to be more efficient and when it comes to business, much more economical.

Our division would like to see a change to State Law that allows cities more discretion based on their community's distinct needs (i.e. residents can sign up for e-mail alerts of public hearings, meetings, etc.); and that would count towards meeting the public noticing requirements. We don't want to eliminate noticing in newspapers, just enhance requirements by allowing cities to use alternate methods as a means of meeting the law.

In recent years, this issue has come before the State Legislature, but newspaper publication groups have lobbied against this. They receive revenue from classified ads. But noticing is not supposed to be about generating revenue for private industry. It is supposed to be about informing the public, getting them more involved in local government and enhancing our methods of communication. Many times, we don't always see the turnout we would like at public meetings and hearings. We need to enhance our methods to change this.

In addition, cities are supposed to be reimbursed by the State for a portion of the cost to notice meetings, but these funds have been deferred for several years now due to the State Budget. If we are not receiving these funds, why can't the legislature work with cities to modify the requirements? We want to work smarter, not harder!

>>>>>>>>>>

2. RESOLUTION RELATING TO TORT REFORM

Source: Mayor Charlie Goeken, City of Waterford
Referred To: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, frivolous lawsuits cost cities, counties, special districts, and school districts millions dollars a year to defend; and

WHEREAS, the money that cities spend each year in legal fees fighting frivolous lawsuits is a waste of taxpayers' money; and

WHEREAS, the money spent to defend frivolous lawsuits could be put to better public use; and

WHEREAS, cities or other government entities are easily sued without reasonable cause when there is no requirement that the person or entity filing the lawsuit have any responsibility when the lawsuit is lost; and

WHEREAS, the public good would be served if the law were changed to require the person or entity who filed the lawsuit to pay for all fees and costs of the city, or other sued party, to defend the lawsuit if it were unsuccessful; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League encourages the existing 482 California cities to adopt resolutions calling for tort reform; and, be it further

RESOLVED, that California cities be encouraged to ask their state legislators to pass a bill that establishes loser-pays lawsuit and tort reform; and, be it further

RESOLVED, that California cities are encouraged to ask the League to sponsor and support a statewide proposition that makes loser-pays lawsuit and tort reform a constitutional amendment.

//////////

Background Information on Resolution No. 2

Source: City of Waterford

Every year cities must weigh the cost of fighting frivolous lawsuits against the amounts requested by the plaintiffs. The frivolity of the lawsuits usually have little bearing on this balancing act, nor does the likelihood that settling will only encourage more lawsuits. This perverse use of the court system penalizes cities and other government entities by allowing a person to file a lawsuit with no regard for the facts and no exposure on their part. Attorneys accept these lawsuits, relying on getting paid by a city settling the lawsuit as a purely business decision, often times receiving more money than the plaintiffs.

Scarce taxpayer dollars are squandered fighting frivolous lawsuits or paying settlements to avoid lengthy trials and bad publicity. The passage of tort reform and a loser-pays constitutional amendment would enable elected officials to govern fairly without the fear of frivolous lawsuits, while still allowing the public to file suit when they have genuinely been wronged. The money saved through court costs, attorney's fees, payouts, staff time, and insurance premiums would be put to better use by cities to serve their taxpayers.

>>>>>>>>>>

RESOLUTIONS REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

3. RESOLUTION RELATED TO RAISING PUBLIC AWARENESS ABOUT THE IMMINENT HEALTH AND SAFETY CONCERNS FOR BULLIED CHILDREN

Source: City of Elk Grove
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, cities throughout the State of California are becoming more aware of the growing trend of bullying in schools and on the Internet that has become a serious nationwide problem, one with often severe consequences; and

WHEREAS, surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10 percent are bullied on a regular basis; and

WHEREAS, more than 25 percent of adolescents and teens have been bullied repeatedly through their cell phones or the Internet and more than 80 percent of teens use a cell phone regularly, making it the most popular form of technology and a common medium for cyber bullying; and

WHEREAS, the social media network has vastly increased the number of users online and young people are eager to participate without understanding the consequences of their behavior; and

WHEREAS, general bullying and cyber bullying have both caused severe damage, heartache, and even fatal tragedy to young people and their families and friends; and

WHEREAS, victims of bullying display a range of responses, even many years later, such as: low self-esteem, difficulty in trusting others, lack of assertiveness, aggression, difficulty controlling anger, and isolation; and

WHEREAS, bullying has been identified as a major concern by schools across the U.S.; and

WHEREAS, cities providing an open forum to discuss bullying gives an opportunity for parents, students, and communities to acknowledge this issue, open up the conversation about the topic and raise awareness of the issue; and

WHEREAS, the League supports cities who take a stance against bullying by raising education and awareness about anti-bullying efforts throughout the State of California to provide a better life and foundation for young people; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in San Francisco, September 23, 2011, that the League encourages cities to promote anti-bullying efforts across California as well as provide education and awareness to the general public about the imminent health and safety concerns for bullied children; and, be it further

RESOLVED, by the General Assembly of the League of California Cities, that the League will forward this Resolution to the CCS (Cities, Counties, Schools) Partnership for consideration at their next meeting to help promote anti-bullying efforts throughout California.

////////

Background Information on Resolution No. 3

Source: City of Elk Grove

Cities throughout the State of California are becoming painfully aware of the growing trend of bullying and its effects on children. Bullying has a potentially devastating effect on students and young adults, their families, schools, and communities. A guiding principle of the League is that the children of California must be recognized as our state's most valuable resource. Their development, education and well-being are key to our state's future.

Many studies and statistics show the frequency and unfortunate effects that bullying has on children:

- Bullying is a common experience for many children and adolescents. Surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10 percent are bullied on a regular basis (The American Academy of Child and Adolescent Psychiatry)
- More than 25 percent of adolescents and teens have been bullied repeatedly through their cell phones or the Internet. More than 80 percent of teens use a cell phone regularly, making it the most popular form of technology and a common medium for cyber bullying (bullyingstatistics.org)
- Victims of bullying display a range of responses, even many years later, such as: low self-esteem, difficulty in trusting others, lack of assertiveness, aggression, difficulty controlling anger, and isolation (bullyingstatistics.org)

- Research shows that bullying will stop when adults in authority and peers get involved (bullying.org)
- Bullying has been identified as a major concern by schools across the U.S. (NEA, 2003)

The health and safety of the residents of Elk Grove is paramount to the members of the Elk Grove City Council. On July 13, 2011, the City Council unanimously adopted a resolution raising public awareness of the imminent health and safety concerns for bullied children. This resolution is in conjunction with an aggressive, yet economical, public outreach campaign the City held to educate its residents about the effects of bullying on children. In conjunction with the Elk Grove City Council, Elk Grove Youth Commission, law enforcement and nonprofit agencies, the City hosted three public workshops focused on the subject of bullying that strengthened partnerships between youth and law enforcement, nonprofit agencies, parents and teachers. Workshop topics included how to keep teens safe from cyber bullying and online harassment, safe and responsible Internet use, social media and ‘sexting’ safety issues, dangers of bullying and strategies to stop bullies and empower victims. The City informed the community about the campaign through media coverage on every television and radio news outlet in the Sacramento region, the City’s newsletter which reaches every Elk Grove household, and the City’s social media outlets Facebook and Twitter.

Other cities in California are encouraged to raise the awareness of bullying in their community by educating residents about the dangers and effects of bullying on children. Educational outreach will benefit children, parents, teachers, and the community. Local governments have the ability to implement wide-spread cost-effective educational tools to communicate with residents about this important public safety issue.

All local government officials and parents in California want to protect their children, families, themselves, and others. Please help raise public awareness of the imminent health and safety concerns for bullied children.

>>>>>>>>>>

4. RESOLUTION SUPPORTING THE PRISON RAPE ELIMINATION ACT OF 2003

Source: Council Member Tony Cardenas, City of Los Angeles
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, according to the Bureau of Justice Statistics, 10,000 children are held in adult jails and prisons on any given day; and

WHEREAS, the annual number of youth exposed to the dangers of sexual assault in adult facilities is significantly higher because of the “flow” of youth entering and exiting facilities; and

WHEREAS, studies from across the nation confirm that youth tried as adults fit the risk profile of those persons at the highest risk of sexual assault; and

WHEREAS, studies also show that the overwhelming majority of youth tried as adults are nonviolent offenders, with a considerable proportion being first-time offenders; and

WHEREAS, according to the prison rape literature, the persons with the highest likelihood of being sexually assaulted are young people; and

WHEREAS, according to studies from the Office of Juvenile Justice and Delinquency Prevention and the Centers for Disease Control and Prevention, youth who are tried in the adult criminal justice system are 34% more likely to recidivate than youth in the juvenile justice system; and

WHEREAS, 70% of prisoners in adult prisons were once juvenile offenders, so the long-term effect of preventing harm to youth will decrease recidivism and substantially reduce the adult prison population and the associated economic, social and human cost; and

WHEREAS, the U.S. Department of Justice has an opportunity to ban the placement of youth (under 18) in adult jails and prisons as part of the implementation of the Prison Rape Elimination Act (PREA); and

WHEREAS, PREA was signed into law by President Bush in 2003 to address sexual violence behind bars; and

WHEREAS, a key component of the law was the development of national standards addressing prisoner rape and the requirements would apply to all detention facilities, including federal and state prisons, jails, police lock-ups, private facilities, and immigration detention centers; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League includes in its 2011-12 Federal Legislative Program support for standards implementing the Prison Rape Elimination Act of 2003 which would ban the placement of young people under the age of 18 in adult jails and prisons.

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Background Information on Resolution No. 4

Source: City of Los Angeles

What is the Prison Rape Elimination Act?

The Prison Rape Elimination Act (PREA) of 2003 is a Federal law established to address the elimination and prevention of sexual assault and rape in correctional systems. PREA applies to all federal, state, and local prisons, jails, police lock-ups, private facilities, and community settings such as residential facilities. The major provisions of PREA are to:

- Develop standards for detection, prevention, reduction and punishment of prison rape
- Collect and disseminate information on the incidence of prison rape
- Award grants and technical assistance to help state governments implement the Act

Youth in adult facilities are at the greatest risk of prison rape. According to the Bureau of Justice Statistics, 10,000 children are held in adult jails and prisons daily, and the annual number of youth exposed to the dangers of sexual assault in adult facilities is significantly higher because of the “flow” of youth entering and exiting facilities. Studies from across the nation confirm that youth tried as adults fit the risk profile of those persons at the highest risk of sexual assault. *Studies also show that the overwhelming majority of youth tried as adults are nonviolent offenders, and a considerable proportion are first-time offenders.* In more than half of the states, there is no lower age limit on who can be prosecuted as an adult, so even young children can be prosecuted as adults and sent to adult jails and prisons.

How Does PREA Apply to Jails?

PREA seeks to insure that jails and other correctional settings protect inmates from sexual assault, sexual harassment, "consensual sex" with employees and inmate-inmate sexual assault. These violations affect security and staff safety, and pose long-term risks to inmates and staff inside jails, and to the public when victimized inmates are released into the community.

Where is PREA at?

The U.S. Department of Justice is currently considering banning the placement of youth (under 18) in adult jails and prisons as part of the implementation of PREA. As such, this resolution seeks to raise awareness of

youth spending time in adult facilities so elected and appointed officials could develop more effective juvenile justice policies and support the passage of the bill.

The Prison Rape Elimination Act was originally signed into law by President Bush in 2003 to address sexual violence behind bars. A key component of the law was the creation of the National Prison Rape Elimination Commission (NPREC), a bipartisan federal commission charged with developing national standards addressing prisoner rape and the requirements would apply to all detention facilities, including federal and state prisons, jails, police lock-ups, private facilities, and immigration detention centers. The NPREC held public hearings, had expert committees to draft the standards and released their final recommendations by issuing a report and set of standards (available online at <http://www.ncjrs.gov/pdffiles1/226680.pdf>.)

Who supports PREA?

American Probation and Parole Association
Correctional Education Association
International Community Corrections Association
National Association of Criminal Defense Lawyers
National Center on Domestic and Sexual Violence
Missouri Youth Services Institute

Campaign for Youth Justice
American Jail Association
National Juvenile Detention Association
Center for Children’s Law and Policy
Family Violence Prevention Fund
National Alliance to End Sexual Violence

***This is only a partial list of national supporters*

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5. RESOLUTION CALLING FOR THE REPLACEMENT OF THE DEATH PENALTY WITH THE SENTENCE OF LIFE IMPRISONMENT WITHOUT THE POSSIBILITY OF PAROLE

Source: Council Member Joseph Lyons, City of Claremont
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS the administration of the death penalty costs California taxpayers hundreds of millions of dollars more to administer than life imprisonment without the possibility of parole;

WHEREAS death penalty cases cost County taxpayers millions of dollars more to prosecute than cases that seek life imprisonment without the possibility of parole;

WHEREAS the non-partisan California Commission on the Fair Administration of Justice Senate Commission concluded that California’s death penalty system is systemically dysfunctional and will require hundreds of millions of dollars to reform;

WHEREAS the death penalty is not a deterrent and does not make our Cities or the State of California a safer place to live;

WHEREAS California’s Cities face severe cuts to the services needed to keep their neighborhoods safe and have had to resort to layoffs and furloughs because of reductions in revenues from State and County sources;

WHEREAS the millions of dollars in savings realized by replacing the death penalty with life without the possibility of parole could be spent on: education, roads, police officers and public safety programs, after-school programs, drug and alcohol treatment, child abuse prevention programs, mental health services, and services for crime victims and their families.

WHEREAS Governor Brown has the power to convert death sentences to sentences of life imprisonment without any possibility of parole, saving the state \$1 billion in the next five years without releasing a single prisoner;

WHEREAS California's County District Attorneys are solely responsible for pursuing the death penalty for persons convicted of special circumstance first-degree murders within their Counties;

WHEREAS the California State Legislature and Governor Brown have the ability to place a constitutional amendment on the ballot to permanently replace the death penalty with a sentence of life imprisonment without the possibility of parole;

RESOLVED by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League of California Cities call upon Governor Jerry Brown to convert all death sentences to sentences of life imprisonment without any possibility of parole, mandating those sentenced to life without the possibility of parole to work in prison and pay restitution to the victims' families, and that the money saved by the state be used to fund education, local government, and public safety;

RESOLVED that the League of California Cities call upon California's County District Attorneys to desist from pursuing the death penalty, and to invest the savings in solving homicides, violence prevention, and effective public safety programs;

RESOLVED that the League of California Cities call upon the California State Legislature and Governor Brown to place on a statewide ballot a constitutional amendment to replace the death penalty with a sentence of life imprisonment without the possibility of parole.

Pursuant to this resolution copies of the adopted and officially signed resolution will be sent to Governor Jerry Brown, California Attorney General Kamala Harris, the leadership of the California State Senate and Assembly, County District Attorneys and their County Board of Supervisors

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Background Information on Resolution No. 5

Source: City of Claremont

California's death penalty is broken and remains at risk of executing an innocent person. A new study of the costs of California's death penalty was recently conducted by Judge Arthur Alarcon, a conservative federal judge who supports the death penalty, and Prof. Paula Mitchell, a law school professor who opposes the death penalty. With access to new information and documentation, their study is the most comprehensive appraisal of expenditures associated with the death penalty. They concluded that the death penalty costs California taxpayers \$184 million each year; California has spent a total of \$4 billion on the death penalty since 1978 and is expected to spend another \$1 billion over the next five years; each execution in California costs \$308 million.

Judge Alarcon and Professor Mitchell concluded that the current death penalty system is broken. With over 700 inmates, California's death row is the largest and most costly in the country, yet we have only executed 13 people since 1978. Victims' family members are put through a decades-long legal ordeal based on the hollow promise of execution, but 99% of those sentenced to death are never executed. The funds wasted on California's dysfunctional death penalty could be better spent to ensure public safety if the death penalty were replaced with Life Without the Possibility of Parole, allowing \$1 billion over the next

five years to be re-invested in public safety measures like law enforcement and education. There are three ways to accomplish this addressed in this resolution:

1. Governor Brown should convert all existing death sentences to Life Without Parole

The governor has the authority to convert death sentences to the alternative of Life Without Parole, saving \$1 billion over five years. This will allow the more than 700 existing death row inmates to be re-housed in the general population, eliminating the additional housing costs associated with death row and the cost of prosecuting and defending death row appeals. Three states have enacted this reform in the past to ensure that innocent men and women sentenced to death will not be executed and to save funds spent on maintaining death row. Life Without Parole is a real solution that ensures public safety and effectively punishes horrible crimes. It also allows inmates to work and pay restitution to the Victims' Compensation Fund. Recent polling from David Binder Research indicates that 64% of likely voters in California support this reform as a budgetary measure.

2. County District Attorneys should reduce or end the practice of seeking death sentences

According to Judge Alarcon and Prof. Mitchell's study, each prosecution seeking death costs the county approximately \$1 million more than a prosecution seeking Life Without Parole. The decision to seek the death penalty over the alternative of Life Without Parole falls to each county's District Attorney. According to the ACLU's 2009 report "Death in Decline '09," most counties in the state currently do not seek the death penalty, or do so very rarely, due to the excessive costs of such prosecutions. However, a small number of counties continue to seek the death penalty, at great expense to the cities within the county and the taxpayers of the state at large. When the county district attorney decides to seek the death penalty, everyone within the county is impacted as the entire county criminal justice system strains to accommodate the massive expenditures associated with a death penalty trial. Justice is slowed for everyone.

The ACLU's 2011 report, "The Death Penalty is Dead," showed a dramatic decrease in the number of death sentences in California in the first half of 2011, leaving the state on track to sentence the fewest men and women to death since 1978. Los Angeles County, historically the state's leader in death sentences, also saw a substantial decline in the first half of 2011. This trend should be encouraged and all County District Attorneys should be called upon to reduce or eliminate the practice of seeking the death penalty.

3. The California Legislature should pass SB 490 and give voters the option to replace the death penalty on the November 2012 ballot

SB 490 is currently under consideration by the California legislature. If passed, voters will be given the option of replacing the death penalty with Life Without Parole, saving \$1 billion over five years. California voters have not had an opportunity to vote on maintaining the death penalty since 1978, and have never been made aware of the costs associated with the system. Don Heller, the author of the 1978 initiative to reinstate California's death penalty, now supports its replacement because of the death penalty's costly failure over the last 30 years. Numerous attempts to streamline, speed up, and reduce waste within the death penalty have been made, but all have failed and often result in increasing the cost of the system. Voters should be given a chance to make an educated decision about whether the death penalty is worth \$184 million each year, or if there are more productive ways to invest those funds.

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RESOLUTION REFERRED TO GENERAL ASSEMBLY

6. RESOLUTION IN HONOR OF THE CITY OF BELL

Source: Council Member Tony Cardenas, City of Los Angeles
Referred To: General Assembly

WHEREAS, the city of Bell has a Native American history dating back thousands of years with the Gabrieliño Indians migrating to what is now known as the City of Bell in 500 B.C., and

WHEREAS, in the early 1800's, Spanish aristocrat and former soldier, Don Antonio Maria Lugo settled on 30,000 acres of land that encompasses the City of Bell, and

WHEREAS, between 1870 and 1890 settlers arrived to the area and among those was the city's founder, James George Bell who acquired approximately 360 acres of land and helped in its development as a small farming and cattle community, and

WHEREAS, the City of Bell was incorporated on November 7, 1927 and is now home to many businesses, small industries, schools, churches and community organizations, and

WHEREAS, in July 2010, the City of Bell was devastated with a municipal scandal that made national and international headlines, and

WHEREAS, it was revealed during the corruption scandal that Bell city officials were receiving unusually large salaries, perhaps the highest in the nation, and

WHEREAS, upon the removal of the previous administration, including the City Administrator and City Attorney, the City of Bell began taking steps to immediately address this unprecedented scandal, and

WHEREAS, under the new leadership of Pedro Carrillo, Interim City Administrator for the City of Bell, and James M. Casso, Interim City Attorney, the City of Bell has taken action to restore trust, ethics and fiscal sustainability in the City of Bell, and

WHEREAS, the City of Bell helped craft legislation (AB 900) authorizing the refunding of the illegally charged taxes to Bell property owners, which the state legislators quickly and unanimously adopted so that refund checks could be issued to constituents, and

WHEREAS, in March 2011, voters turned out in record numbers to recall and replace City Council members charged in the corruption scandal, and

WHEREAS, the City of Bell continues to consider all options for recovering all taxpayer funds that were spent improperly, and has implemented best practices that will enable the City of Bell to emerge from this unprecedented situation with an efficient, transparent and trusted government; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League acknowledges the efforts of the City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible government.

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Background Information on Resolution No. 6

Source: City of Los Angeles

In July 2010, the City of Bell was devastated with a municipal scandal that made national and international headlines. At that time, the Los Angeles Times reported that the City of Bell had the second-highest property tax rate in the county — 1.55 percent — well above the county average of 1.16 percent with Bell city officials receiving unusually large salaries. It was reported that City Manager Robert Rizzo was being paid an annual salary of \$787,637; Police Chief Randy Adams was receiving \$457,000; and Assistant City

Manager Angela Spaccia was receiving \$376,000. Additionally, the mayor and three of the four City Council members were being paid about \$97,000 a year, including health benefits for their part-time jobs.

During this unprecedented corruption scandal, the previous administration, including the City Administrator and City Attorney, were immediately removed and the City of Bell began taking steps to immediately address this unprecedented scandal. In March 2011, voters subsequently turned out in record numbers to recall and replace City Council members charged in the corruption scandal with the City of Bell continuing to implement best practices that is enabling the City to emerge from this situation with an efficient, transparent and trusted government.

BRINGING GOOD GOVERNMENT PRACTICES BACK TO BELL

Since the scandal broke last year, the new Administration, under the leadership and guidance of Pedro Carrillo, Interim City Administrator for the City of Bell, and James M. Casso, Interim City Attorney, has taken exceptional action to restore trust, ethics and fiscal sustainability in the City of Bell. As such, the City of Bell continues to be fully committed to open government and is working diligently with all stakeholders to bring transparency and good government practices to Bell.

In the past few months, the Bell City Council, Interim CAO and Interim City Attorney have made substantial changes to bring good government practices to Bell. For example, the Bell City Council reduced property taxes worked with State Legislators and the State Controller on Assembly Bill (AB) 900 to secure rebates for Bell residents who were over assessed from 2007-2010. AB900 was signed into law allowing the City of Bell to authorize nearly \$3 million in refunds to Bell residents and small businesses with Los Angeles County providing fiscal oversight.

PURPOSE OF THE RESOLUTION

Given the actions of the City of Bell to restore good government practices, and the fact that the League of California Cities has taken steps to learn from this unprecedented scandal, this resolution would acknowledge the on-going efforts of the City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible and open government.

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