

TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, September 4, 2012, 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
PRESENTATIONS – Employee of the Month

1. CONSENT CALENDAR
 - A. Minutes Approval
 - B. Authorization to Enter Into a Professional Services Agreement With the YMCA of San Joaquin County, Inc. to Perform Youth Basketball League Services for the City of Tracy and for the Mayor to Sign the Agreement
 - C. Authorize Amendment of the City's Classification Plan by Approving Revisions to the Classification Specification of Wastewater Operations Superintendent in the Public Works Department
 - D. Authorize Amendment of the City's Classification and Compensation Plans and Position Control Roster by Approving the Reallocation of One Executive Assistant Position to a Human Resources Analyst I Position in the Human Resources Division of the Administrative Services Department
2. ITEMS FROM THE AUDIENCE
3. PUBLIC HEARING TO CONSIDER AN APPLICATION FOR AN AMENDMENT TO A PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR BUILDING FAÇADE MODIFICATIONS AND ADDITIONS AT 2790 NAGLEE ROAD, ASSESSOR'S PARCEL NUMBER 212-050-60. APPLICANT IS BLAZIN WINGS, INCORPORATED C/O GOLDEN PROPERTY DEVELOPMENT, LLC AND PROPERTY OWNER TRACY MALL PARTNERS, LP. APPLICATION NUMBER D12-0005
4. AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT WITH COMBINED SOLAR TECHNOLOGIES, INC. FOR GREEN ENERGY AND THERMAL DESALINATION PROJECT, PUBLIC HEARING FOR ADOPTION OF AN ADDENDUM TO THE CEQA NEGATIVE DECLARATION AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AMENDMENT
5. DISCUSS AND PROVIDE DIRECTION ON NAMING OF THE YOUTH SPORTS PARK
6. APPROVAL OF PROPERTY DEVELOPMENT AND LEASE AGREEMENT WITH TRACY YOUTH SOCCER LEAGUE FOR CONSTRUCTION AND MAINTENANCE OF SPORTS FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT; AND APPROVAL OF A RESOLUTION EXTENDING THE DUE DATE OF THE PHASED DEVELOPMENT PLAN FOR TRACY LITTLE LEAGUE, TRACY BABE RUTH AND TRACY FUTBOL CLUB AGREEMENTS
7. ITEMS FROM THE AUDIENCE

8. COUNCIL ITEMS

- A. Consider Whether an Item to Discuss Forming an Advisory Group to the City Council Should be Placed on a Future Agenda

9. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

August 21, 2012, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 6:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION -

Personnel Matter (Govt. Code section 54957)

- Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal

Position Title: City Manager

5. MOTION TO RECESS TO CLOSED SESSION – Council Member Abercrombie motioned to recess the meeting to closed session at 6:01 p.m. Council Member Rickman 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 6:43 p.m.
7. REPORT OF FINAL ACTION – None.
8. ADJOURNMENT – Council Member Abercrombie moved to adjourn the meeting. Council Member Rickman seconded the motion. Voice vote found all in favor; passed and so ordered. Time: 6:43 p.m.

The agenda was posted at City Hall on August 16, 2012. The above are action minutes.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE YMCA OF SAN JOAQUIN COUNTY, INC. TO PERFORM YOUTH BASKETBALL LEAGUE SERVICES FOR THE CITY OF TRACY AND FOR THE MAYOR TO SIGN THE AGREEMENT

EXECUTIVE SUMMARY

On July 11, 2012, the City of Tracy issued a Request for Proposals to obtain the services of a contractor to perform Youth Basketball League Services for the City. By the deadline of August 3, 2012 only one proposal was submitted for consideration. The proposal submitted by the YMCA of San Joaquin County, Inc. was determined to be acceptable. Staff is now requesting that City Council approve a contract between the City and YMCA of San Joaquin County, Inc. for the provision of Youth Basketball League Services for 2012 and 2013.

DISCUSSION

A Request for Proposals was posted on the City's website and also provided to the Bay Area News Group on or about July 11, 2012. Only one proposal was submitted to the City on or before the proposal deadline of August 3, 2012. After reviewing the proposal from YMCA of San Joaquin County, Inc., staff determined that the proposal was acceptable. YMCA of San Joaquin County, Inc. has been providing these same services to surrounding cities in the county for over 20 years and their successful fulfillment of the terms during this period was considered in this review process. Staff has negotiated an agreement with YMCA of San Joaquin County, Inc.

The rates are as follows: \$80 per participant for children grades 3rd thru 8th. Staff has negotiated a 75/25 percent compensation agreement with the YMCA of San Joaquin County, Inc. for services performed.

The proposed agreement also permits the City Manager, at the City's discretion, to extend the agreement for two additional one-year terms provided that the City of Tracy City Council through the annual budget process appropriates the funds for these services and the City Manager is satisfied with the services that have been performed. The proposed agreement also permits the City to cancel the program in the event that insufficient registration exists to satisfy the expense of operating the program. The proposed Professional Services Agreement is attached as Exhibit "A."

STRATEGIC PLAN

This agenda item supports the livability strategic plan and specifically implements the following goal and objectives:

Goal 2: A city with enticing arts, entertainment, and recreation

Objective 2b: Increase the number of entertaining, cultural, educational, and recreational activities

FISCAL IMPACT

Youth Hoop Program Costs were previously approved in the Fiscal Year 2012/2013 budget. Under the proposed split of 75/25 (75% for the YMCA and 25% for the City) the net costs to the City will remain as budgeted. Although a neutral budget impact is anticipated this agreement allows for absorption of work load requirements that were a result of the early exit incentive program.

RECOMMENDATION

That the City Council, by resolution, authorize entering into a Professional Services Agreement with YMCA of San Joaquin County, Inc. to perform Youth Basketball League Services for the 2012 and 2013 seasons of the Tracy Youth Basketball Program for the City of Tracy for the period of September 31, 2012 to February 28, 2013, with options to extend the Agreement for two one year terms and authorize the Mayor to execute the Agreement.

Prepared by: Jolene Jauregui, Recreation Coordinator II

Reviewed by: Kim Scarlata, Recreation Services Manager
Rod Buchanan, Parks and Community Services Director

Approved by: Leon Churchill, City Manager

Attachment: Exhibit "A" – Professional Services Agreement

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
Conducting Tracy's Youth Hoops Program

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and the Young Men's Christian Association of San Joaquin county, Inc. a California Non-Profit Benefit Corporation (hereinafter "CONTRACTOR").

RECITALS

- A. CITY desires to contract for services for conducting the City's Youth Hoops program.
- B. On July 11, 2012, CITY issued a Request for Proposals for Conducting Tracy's Youth Hoops Program (hereinafter "Project").
- C. On August 3, 2012, CONTRACTOR submitted its proposal for the Project to the City. After negotiations between CITY and CONTRACTOR, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this agreement.
- D. On September 4, 2012, CITY's City Council authorized the execution of this Agreement, pursuant to resolution No. _____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONTRACTOR 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, CONTRACTOR's Authorized Representative: Cindy Silligman. CONTRACTOR shall not replace its Authorized Representative, nor shall CONTRACTOR replace any of the personnel listed in Exhibit "A," nor shall CONTRACTOR use any subcontractors or subCONTRACTORS, without 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.
3. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor and is solely responsible for all acts of its employees, agents, or subCONTRACTORS, including any negligent acts or omissions. CONTRACTOR is not CITY's employee and CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONTRACTOR. Contractors and CONTRACTORS are free to work for other entities while under contract with the CITY. Contractors and CONTRACTORS are not entitled to CITY benefits.

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4. **CONFLICTS OF INTEREST.** CONTRACTOR (including its employees, agents, and subCONTRACTORS) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that CONTRACTOR maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONTRACTOR's conflicting interest may be terminated by the CITY.
5. **COMPENSATION.**
- 5.1. CITY shall pay CONTRACTOR For services performed by PROVIDER in accordance with this Agreement, CITY shall pay PROVIDER 75 percent of the participant fees for programs in which PROVIDER provides the services set forth in Exhibit "A" (the "Programs").
- 5.2. CONTRACTOR shall submit invoices to the CITY on the 15th day of December, January and February for services rendered.
- 5.3. Within thirty days after the CITY's receipt of invoice, CITY shall make payment to the CONTRACTOR based upon the services described on the invoice and approved by the CITY.
- 5.4. In the event that CONTRACTOR's negligence or misconduct results in damages to the CITY, CONTRACTOR shall, upon receipt of written notice from the City, either: (a) reimburse the CITY (and CONTRACTOR's payment may be offset) for the damages incurred, or (b) re-perform (without additional compensation to the CONTRACTOR) any services which have not been performed in accordance with the terms of this Agreement. Nothing in this section shall be interpreted to relieve or limit CONTRACTOR's liability for any damages to the CITY or to relieve CONTRACTOR from any of the indemnity, hold harmless, and defend provisions contained in this Agreement or to limit the extent to which such indemnity, hold harmless, and defend provisions will apply.
6. **TERMINATION.** The term of this agreement shall be as set forth in Exhibit "A", Scope of Services. CITY may also terminate this Agreement by giving thirty days written notice to CONTRACTOR. Upon termination, CONTRACTOR shall give the CITY all original documents, including preliminary drafts and supporting documents, prepared by CONTRACTOR for this Agreement. The CITY shall pay CONTRACTOR for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given. Funds to compensate the CONTRACTOR are appropriated annually by the City Council. This agreement may be terminated if sufficient funding is not appropriated by CITY's City Council. Such termination as a result of CITY's City Council not appropriating funds shall not be deemed a breach of this Agreement.

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7. **OWNERSHIP OF WORK.** All original documents prepared by CONTRACTOR for this Agreement, whether complete or in progress, are the property of the CITY, and shall be given to the CITY at the completion of CONTRACTOR's services, or upon demand from the CITY. No such documents shall be revealed or made available by CONTRACTOR to any third party without the 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.** CONTRACTOR 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), other than those arising solely from the City's gross negligence or willful misfeasance, resulting from or arising out of CONTRACTOR's performance of services under this Agreement.
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONTRACTOR shall obtain a City of Tracy Business License.
11. **INSURANCE.**
 - 11.1. **General.** CONTRACTOR shall, throughout the duration of this Agreement, maintain insurance to cover CONTRACTOR, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth 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.
 - 11.6. **Endorsements.** CONTRACTOR shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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- 11.6.1 The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 11.6.2 For any claims related to this Agreement, CONTRACTOR’s coverage shall be primary insurance with respect to the CITY. Any insurance maintained by the CITY shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.
- 11.7. **Notice of Cancellation.** CONTRACTOR 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 CONTRACTOR shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 11.9. **Insurance Certificate.** CONTRACTOR 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, CONTRACTOR shall provide a substitute certificate of insurance.
- 11.11. **CONTRACTOR’s Obligation.** Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever (including indemnity obligations under this Agreement), and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR’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.**

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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:

Rod Buchanan
Director
333 Civic Center Plaza
Tracy, CA 95376

To CONTRACTOR:

YMCA of San Joaquin County
Rich Good, Executive Director
6135 Tom O'Shanter Drive
Stockton, CA 95210

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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.** CONTRACTOR shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

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20. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
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 CONTRACTOR and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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


CITY OF TRACY

CONTRACTOR

By: Brent H. Ives
Title: Mayor

Date: _____

Attest:



By: Rich Good
Title: Executive Director
Date: 8/24/12
Fed. Employer ID No. _____
74-1156319

By: Sandra Edwards
Title: CITY CLERK

Date: _____

Approved As To Form:

By: Bill Sartor
Title: ASSISTANT CITY ATTORNEY

Date: _____

EXHIBIT "A"

Scope of Services

For the term of this agreement, CONTRACTOR shall provide the following services:

1. The term of this agreement shall be from September 30, 2012 through February 28, 2013. The City, at the sole discretion of the City Manager, may extend this agreement for two additional one-year terms provided that the City of Tracy City Council through the annual budget process appropriates the funds for these services. CITY's City Manager is authorized to execute an amendment to this Agreement to effectuate such Agreement extension. If CITY elects to extend the Agreement for such additional years, CONTRACTOR shall do so at the same fee rate as the original agreement.
2. CONTRACTOR shall schedule practices for teams in the league. These practice times shall be during the week nights between the hours of 5:00 PM and 8:00 PM. Each team shall be provided with one hour of facility use for practices per week with the exception of school holidays. This one hour of practice time may be structured so teams have one half hour of use of a full basketball court and one half hour use of a half basketball court.
3. CONTRACTOR shall recruit the necessary volunteer coaches to insure that each team in the program has at least one coach. Additionally, CONTRACTOR shall have each volunteer coach submit to a background check to ensure that they are suitable to perform these coaching duties for area youth and have each volunteer complete and turn in a volunteer/coach release of liability form/contract. CONTRACTOR shall provide at least one staff person who has passed a background check to supervisor volunteer coaches at all practices and games until such time as CONTRACTOR can provide the City with verification that the volunteer coach has passed the required background check.
4. CONTRACTOR shall follow and support the registration procedures and policies of the Department.
5. CONTRACTOR shall conduct a coach's clinic prior to the start of the season to provide training to volunteer coaches in the program.
6. CONTRACTOR shall provide City with copies of verification that each staff and volunteer involved in the program has passed the required background check.
7. CONTRACTOR shall recruit individuals (staff or volunteers) to perform refereeing (officiating) services for all league games. CONTRACTOR shall provide training and ensure such referees have the capability to perform these services.
8. CONTRACTOR shall conduct a player skills assessment day for all participants to enable the coaches within each division to evaluate the skills of the players.
9. CONTRACTOR shall conduct a player draft to formulate teams, using a system that will ensure equal skill level distribution of players to teams within a division.
10. CONTRACTOR shall, at their own cost, provide at least two practice basketballs of the appropriate size to each coach to facilitate practices.

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11. CONTRACTOR shall at their own cost, order and provide to each player in the program a team uniform to wear during the league season.
12. CONTRACTOR shall prepare and provide to each team, a league schedule consisting of a minimum of nine games.
13. CONTRACTOR shall, either through the use of staff or volunteers, provide scoreboard operators and a separate scorekeeper for all league games.
14. CONTRACTOR shall maintain records and standings for each division of play.
15. CONTRACTOR shall at its own cost, purchase and provide each participant in the program with a participation award. Additionally, CONTRACTOR shall at their own cost, provide individual trophies for players on teams that finish in first place, second place, and third place.
16. CONTRACTOR shall by October 1st, provide the City with a list of dates and times that City facilities will be needed by CONTRACTOR to conduct any meetings associated with fulfilling the terms of this agreement.
17. CONTRACTOR shall ensure that at least one staff member at every game site is certified in CPR and First AID either through the American Red Cross or the American Heart Association.
18. CONTRACTOR shall have its game officials comply with all regulations in the current California Interscholastic Federation (CIF) basketball rule book, except where the City of Tracy League regulations supersede from the City of Tracy Youth Hoops Rules in the performance of all duties.

For the term of this agreement, CITY shall provide the following support to CONTRACTOR:

1. City shall promote and market the Youth Hoops program to the community.
2. City shall receive all registration and participant fees associated with the program.
3. City shall provide CONTRACTOR with a complete list of all registered participants within two days after the program's registration deadline. Said list shall include participant's parent/guardian information and contact information.
4. City shall appoint one staff person to coordinate with CONTRACTOR in providing the services required, monitor this agreement and provide other assistance as needed.
5. City shall, as per the terms of this agreement, process any and all payment of fees for performance of these services.
6. City shall provide at no cost to CONTRACTOR, meeting rooms needed to fulfill the services outlined in this agreement, as long as CONTRACTOR's request to use such facilities is provided to the City by the deadline outlined in this agreement.
7. City shall provide CONTRACTOR with two portable scoreboards for use at league games. CONTRACTOR shall be responsible for any damage to said board during the season and ensure they are in proper working condition when returned to the City.

RESOLUTION _____

AUTHORIZING ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE YMCA OF SAN JOAQUIN COUNTY, INC. TO PERFORM YOUTH BASKETBALL LEAGUE SERVICES FOR THE CITY OF TRACY AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, The City has requested proposals and bids for the performance of youth basketball league services for the 2012-2013 season of the Tracy Youth Hoops program; and

WHEREAS, The YMCA of San Joaquin County, Inc. submitted a proposal, and the City has come to an agreement with YMCA of San Joaquin County, Inc., for the performance youth basketball league services for the 2012-2013 season of the Tracy Youth Hoops program; and

WHEREAS, The agreed 75/25 percent compensation for providing these youth basketball league services for the 2012-2013 season is fair market value for the services being provided; and

WHEREAS, The contract amount accounts for approximately 144 games to be played during the season, accommodating over 270 local youth on 32 teams; and

WHEREAS, The expenditures have been accounted for in the current Fiscal Year 2012/2013 budget.

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby authorizes the Mayor to execute the Professional Services Agreement with YMCA of San Joaquin County, Inc. to perform youth basketball league services for the 2012-2013 season of the Tracy Youth Hoops program for the period of September 30, 2012 to February 28, 2013 and authorizes the City Manager to extend the Agreement for two one-year terms if the City Manager finds the services provided to be satisfactory and Council has appropriated money through the budget process for any such extensions.

* * * * *

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the _____ day of _____, 2012, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION PLAN BY APPROVING REVISIONS TO THE CLASSIFICATION SPECIFICATION OF WASTEWATER OPERATIONS SUPERINTENDENT IN THE PUBLIC WORKS DEPARTMENT

EXECUTIVE SUMMARY

Periodically, the Human Resources Department receives requests for classification studies and conducts classification reviews as necessary. This report recommends revisions of an existing classification in the Public Works Department to update duties and responsibilities and reflect changes in certification requirements and reporting structure.

DISCUSSION

The Human Resources Department recommends approval of the revisions to the Wastewater Operations Superintendent classification in the Public Works Department.

The job description is being revised to update duties and responsibilities that incumbents in the classification will be required to successfully perform. Updates include a change in reporting structure to broaden reporting from the Deputy Director of Public Works to the Director, Deputy Director or other management personnel. Language has been included to clarify that this position will be one of the City's Chief Plant Operators, which is defined by regulation (Section 3671(h), Title 23, California Code of Regulations) as "a supervisor who is certified as an operator and who is responsible as an operator and who is responsible for the overall operation of a wastewater treatment plant; etc." The revisions also include a requirement for the incumbent to maintain a Grade V Wastewater Treatment Plant Operator Certificate issued by the California State Water Resources Control Board (CSWRCB).

Classification Review Recommendation

The Human Resources Department recommends approval of the revisions to the Wastewater Operations Superintendent classification in the Public Works Department (Attached).

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

FISCAL IMPACT

There is no fiscal impact associated with the revision of the Wastewater Operations Superintendent classification specification.

RECOMMENDATION

That the City Council, by resolution, authorize the Administrative Services Director to amend the City's Classification Plan by approving revisions to the classification specification of the Wastewater Operations Superintendent in the Public Works Department.

Prepared by: Arlene Roberts, Human Resources Analyst

Reviewed by: Maria Hurtado, Assistant City Manager

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

Attachment: Wastewater Operations Superintendent job description

City of Tracy

WASTEWATER OPERATIONS SUPERINTENDENT

Class Title:	Wastewater Operations Superintendent	Class Code:	30422
Department:	Public Works	Bargaining Unit:	Mid-Manager
EEO Code:	76	Effective Date:	7/98
FLSA Status:	Exempt	Revision History:	7/99; 7/01; 9/08; 8/12

DESCRIPTION

Under general direction, to plan, assign, supervise, and provide daily work direction for personnel assigned to the Wastewater Treatment Plant operations and related facilities; oversee the safety and training program; and perform other duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Wastewater Operations Superintendent is a mid-manager position in the Utilities Division of the Public Works Department responsible for supervising staff and functions of the Wastewater Treatment Plant operations and related facilities. The incumbent is expected to possess and exercise tact, discretion and independent judgment. This position requires the application of in-depth and comprehensive knowledge of wastewater operations and department policies and procedures. The incumbent is expected to identify and correct problems, research and compile data for reports and projects, develop and maintain budget records and approve budget transactions.

The Wastewater Operations Superintendent receives general direction from the Director of Public Works and the Deputy Director of Public Works/Utilities.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

Designated as Chief Plant Operator pursuant to regulation (Section 3671(h), Title 23, California Code of Regulations), with responsibility for the overall operation of a plant and achievement of the goals of any City Certification Program, and authority to sign Operator applications for grade I through V certificates and applications for OIT certificates. Serve as the City Representative for inspections and interaction with the California Regional Water Quality Control Board.

Assign, schedule, and supervise activities and work related to the operation and maintenance of the Wastewater Treatment Plant; implement process changes resulting from the interpretation of laboratory data and physical plant condition.

Recommend and assist in the implementation of goals and objectives for the Operations, Laboratory and Maintenance sections of the Wastewater Treatment Plant; establish schedules and methods of operation for the plant and related facilities; implement policies and procedures.

Maintain wastewater treatment operational records; receive and compile lab and collection system data; interpret and record data received; prepare and submit regulatory reports

regarding the operation of the wastewater treatment plant and quality of the treated wastewater effluent.

Monitor the operating efficiency of the Wastewater Treatment Plant unit processes; recommend and implement methods of improving plant efficiency; manage electrical consumption.

Analyze plant and laboratory reports; direct the adjustment of processing methods to improve plant efficiency.

Participate in budget preparation; prepare cost estimates for budget recommendations; submit justifications for needed systems and facility repairs; monitor and control expenditures.

Coordinate plant operations activities with laboratory and maintenance personnel to ensure the proper and efficient total functioning of plant equipment and wastewater quality control systems.

Participate in the selection, training, and evaluation of staff; participate in monitoring employee performance objectives; prepare employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Plan and recommend the improvement of plant facilities through equipment acquisition; assist in development of specifications.

Comply with all current requirements established by regional, state, and federal regulatory agencies; interpret policies and procedures established by regulatory agencies.

Control the requisition of system and facility operation and maintenance supplies, materials, and equipment.

Make critical decisions to resolve emergency conditions resulting from wastewater treatment system malfunctions.

Respond to emergencies on an on-call basis, 24 hours per day, 7 days per week.

Coordinate division activities with other City departments, divisions, and sections as well as outside agencies.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Theory and practice of wastewater treatment and of machines, equipment, and material used in such treatment.

Chemical and physical processes involved in methods of wastewater treatment and solids disposal.

Municipal, state, and federal requirements, regulations, codes, and ordinances relating to wastewater treatment.

Occupational hazards and safe operating procedures of wastewater systems and facilities.

Computers, Supervisory Control and Data Acquisition (SCADA) and process logic controllers associated with wastewater treatment; and with electronic reporting to the State.

Budgeting procedures and techniques.

Principles and practices of supervision, training, and personnel management.

Ability to:

Plan, schedule, and direct the maintenance and repair of wastewater treatment systems and related wastewater facilities.

Prepare and maintain complex records and reports.

Coordinate plant operations with laboratory and maintenance activities.

Respond effectively to emergency situations as they arise.

Prepare and monitor a budget.

Communicate clearly and concisely, both orally and in writing.

Supervise, train, and evaluate personnel.

Establish and maintain effective working relationships with those contacted in the course of work.

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 of Science degree with major course work in wastewater technology, laboratory, chemistry, or closely related field.

Experience:

Six years of responsible experience in wastewater treatment plant operations, wastewater plant maintenance, and laboratory monitoring; including two years of supervisory responsibility.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain and maintain an appropriate, valid California driver's license.

Possession of a Grade V Wastewater Treatment Plant Operator Certificate issued by the California State Water Resources Control Board (CSWRCB). Maintaining a valid certificate is a condition of employment.

TOOLS

Phone, fax, computer, copy machine, printer and Supervisory Control and Data Acquisition (SCADA).

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.

See common colors, detect subtle shades of color, see in confined space entries, identify objects at a distance and at night, perform visual safety inspections, read legislative text, read meters, gauges, charts, and video display terminals.

Communicate in person, on a telephone, a two-way radio, and address a large group, with and without a microphone.

Hear well enough to converse in person, converse on a telephone, hear a two-way radio, detect mechanical problems and operational signal tones, and hear in a noisy environment.

Mobility to stoop, reach above shoulders, move over rough/uneven ground, balance on high or narrow places, move around an office, operate a vehicle, twist and turn frequently, climb stairs, ladders, and structures up to 30 feet high.

Lift and carry items weighing up to 50 pounds; and push, pull, or drag items weighing up to 100 pounds.

Dexterity to handle precision instruments, operate and repair equipment, and operate various office equipment.

Physical tolerance to work outside in heat, cold, rain, among dust and pollens; work in confined, awkward spaces; work in obnoxious odors; work with hazardous chemicals such as chlorine, sulfur dioxide, and ammonia; wear respiratory protection equipment.

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 as well as reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

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 occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions as well as toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office and 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 _____

AUTHORIZING AMENDMENT OF THE CITY'S CLASSIFICATION PLAN BY APPROVING REVISIONS TO THE CLASSIFICATION SPECIFICATION OF WASTEWATER OPERATIONS SUPERINTENDENT

WHEREAS, The City has an established Classification Plan, and

WHEREAS, The City finds it necessary to amend the classification specification for the position of Wastewater Operations Superintendent;

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes the Administrative Services Director to amend the City's Classification Plan to reflect the revised classification specification for Wastewater Operations Superintendent.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 4th day of September 2012 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.D

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE REALLOCATION OF ONE EXECUTIVE ASSISTANT POSITION TO A HUMAN RESOURCES ANALYST I POSITION IN THE HUMAN RESOURCES DIVISION OF THE ADMINISTRATIVE SERVICES DEPARTMENT

EXECUTIVE SUMMARY

Staff recommends the reallocation of one Executive Assistant position to a Human Resources Analyst I position in the Human Resources Division of the Administrative Services Department as part of achieving City-wide organizational efficiency goals and objectives and in response to the merging of the Human Resources Department and the Finance and Administrative Services Department.

DISCUSSION

Periodically, the City conducts classification reviews as necessary to allow for changes in organizational structures, job responsibilities and/or service needs.

As part of the City's right-sizing efforts, the Human Resources Department and the Department of Finance and Administrative Services were combined to form an Administrative Services Department with three divisions composed of the Human Resources Division, the Finance Division, and the Information Technology Division. This merger of two departments into one allowed the City to eliminate one Department Head position. The newly hired Administrative Services Director will oversee the three divisions within the new Administrative Services Department.

The process of right-sizing often compresses duties, impacting capacity at the lower level. In particular, the Human Resources staff has absorbed additional responsibilities as a result of the merger and operating without a Director for five months. It is anticipated that with the Administrative Services Director dedicating her time equally among the three functional areas, the day-to-day operational workload within the Human Resources Division staff specifically, will continue to be absorbed by the Human Resources staff.

As a result of some of the right-sizing activities in the Human Resources Division, several work responsibilities were shifted to the Executive Assistant after Human Resources Analyst staff assumed additional duties which were partially performed by the previous Human Resources Director. Given these recent operational needs, the Executive Assistant classification does not meet the needs of the restructured Administrative Services Department. A classification study was completed and found that the Human Resources Analyst I classification is more appropriate based on the required knowledge, skills, abilities and complexity and type of duties required for the position.

The Executive Assistant incumbent has already tested and placed in Block A of the Management Analyst I Eligible List, which is an appropriate list to use for the needs of the Human Resources Division per Personnel Rule 7.10.4. Following reallocation of the Executive Assistant position to a Human Resources Analyst I position, the intent is to appoint the incumbent from the appropriate eligible list to the position.

As the Administrative Services Department restructuring process evolves, it is anticipated that other changes may arise in the future; however, the immediate need is to reallocate the Executive Assistant position to a Human Resources Analyst I position in order to meet the current operational day-to-day needs of the Human Resources Division.

Classification Study Findings:

Executive Assistant Position:

The current focus and duties of the Executive Assistant position have evolved from providing administrative support to management staff to providing human resources analytical support in the areas of recruitment and selection, salary and benefits surveys, labor contracts, and risk management.

The duties now performed require substantive analytical ability in addition to knowledge of professional human resources methods and procedures, and laws related to recruitment/selection, classification, compensation/salary/benefits and labor relations.

These duties and related knowledge, skills and abilities are not appropriate for the Executive Assistant classification.

Additionally, implementation of new human resources technology, such as the City's on-line job application system to reduce recruitment activity processing time has also been a factor in changing the focus of the Executive Assistant position.

The Human Resources Analyst I classification is appropriate for the duties and knowledge, skills and abilities currently being performed by the Executive Assistant incumbent in the Human Resources Division within the Administrative Services Department.

Classification Study Recommendations:

Based on the results of the classification study, it is recommended that the City's Classification and Compensation Plans and the Position Control Roster be amended to incorporate the following adjustments:

- Reallocate one Executive Assistant position to a Human Resources Analyst I position in the Human Resources Division of the Administrative Services Department
- The monthly salary range for the Human Resources Analyst I is \$5,218.84 - \$6,343.52 per month.

STRATEGIC PLAN

This agenda item supports the City's Organizational Efficiency Strategic Plan and specifically implements the following goals and objectives:

Organizational Effectiveness Plan

Goal 3: Ensure systems are in place to meet the City's service delivery strategies.

Objective 3c: Evaluate organization structure and operational efficiencies

FISCAL IMPACT

The fiscal impact of reallocating the Executive Assistant position to a Human Resources Analyst I Position is approximately \$9,244 annually for salary and benefits. The increase is covered by approximately \$200,000 in savings annually as a result of creating the new Administrative Services Department and eliminating a Department Head position.

RECOMMENDATION

That the City Council, by resolution, authorize the Administrative Services Director to amend the City's Classification and Compensation Plans and the Position Control Roster by approving the reallocation of one Executive Assistant position to a Human Resources Analyst I position within the Human Resources Division of the Administrative Services Department.

Prepared by: Midori Dearborn, Senior Human Resources Analyst

Reviewed by: Jenny Haruyama, Administrative Services Director

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

RESOLUTION _____

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE REALLOCATION OF ONE EXECUTIVE ASSISTANT POSITION TO A HUMAN RESOURCES ANALYST I POSITION WITHIN THE HUMAN RESOURCES DIVISION OF THE ADMINISTRATIVE SERVICES DEPARTMENT

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 Administrative Services Department to reallocate one Executive Assistant position to Human Resources Analyst I to further the organizational efficiency goals of the City;

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes the Administrative Services Director to amend the City's Classification and Compensation Plans and the Position Control Roster as follows:

Reallocate one Executive Assistant position to a Human Resources Analyst I position in the Human Resources Division of the Administrative Services Department at a Salary Range of \$5,218.84 -\$6,343.52 monthly.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 4th day of September 2012 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 AN APPLICATION FOR AN AMENDMENT TO A PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR BUILDING FAÇADE MODIFICATIONS AND ADDITIONS AT 2790 NAGLEE ROAD, ASSESSOR'S PARCEL NUMBER 212-050-60. APPLICANT IS BLAZIN WINGS, INCORPORATED C/O GOLDEN PROPERTY DEVELOPMENT, LLC AND PROPERTY OWNER TRACY MALL PARTNERS, LP. APPLICATION NUMBER D12-0005

EXECUTIVE SUMMARY

This agenda item is a proposed amendment to an existing Preliminary and Final Development Plan approval for an existing building in the I-205 Corridor Specific Plan area. The City Council must approve an amendment to the Preliminary and Final Development Plan before the proposed improvements may be constructed.

DISCUSSION

Background and Project Description

On June 19, 2001, City Council approved a Preliminary and Final Development Plan for a Pier 1 Imports (2790 Naglee Road) and Best Buy (2550 Naglee Road) retail buildings (Application Number 5-01-D). Pier 1 Imports has since closed for business, and a new restaurant (Buffalo Wild Wings) is proposing to occupy approximately 6,200 square feet of the nearly 9,500 square foot building and modify the building exterior and construct an outdoor patio and building addition (Attachment B). An amendment to the approved Preliminary and Final Development Plan is required before the applicant can construct the proposed improvements.

The site is located in the I-205 Corridor Specific Plan area and designated Commercial Center. A restaurant with bar is a permitted use in the Commercial Center designation and does not require a Conditional Use Permit to operate.

Project Analysis

The proposed modified architecture meets the City's standards for commercial design and will complement the existing improvements in the I-205 corridor commercial area. The applicant proposes to add new planes and canopies, providing depth and articulation in the building face. Staff worked with the applicant to keep the existing rich brick façade, which was an important component when the building was initially approved in 2001. The restaurant will require new roof-mounted equipment that is larger than currently exists on the building. The applicant has proposed to increase the height of the parapet wall to fully screen the equipment from public views.

There is adequate parking to serve the proposed restaurant. In addition to the on-site parking provided, the site shares off-street parking with the West Valley Mall, which has provided large parking areas in excess of the minimum requirements.

A portion of the on-site landscaping is proposed to be removed as a result of the outdoor patio and building addition. After removal of this landscaping, the site will be at the minimum amount of landscaping required, which is 20% of the parking area. The applicant proposes to replant shrubs adjacent to the newly constructed areas to match the existing landscape distribution. No shade trees are proposed to be removed.

Environmental Document

The project is categorically exempt from CEQA pursuant to Guidelines Section 15303, which pertains to existing facilities. The project consists of additions to existing structures that will not result in an increase of more than 10,000 square feet where the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive. No further environmental assessment is required.

Planning Commission Discussion

On August 22, 2012, the Planning Commission discussed the proposed project in a public hearing. The Commission voted 5:0 to recommend approval of the project to the City Council.

FISCAL IMPACT

This project does not require the expenditure of any City funds.

STRATEGIC PRIORITY

This project supports the Economic Development Strategic Priority by permitting a new restaurant in Tracy's I-205 commercial corridor.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council approve an amendment to the Preliminary and Final Development Plan for building façade modifications and additions located at 2790 Naglee Road, Application Number D12-0005, subject to the conditions and based on the findings contained in the City Council Resolution dated September 4, 2012.

Prepared by: Kimberly Matlock, Assistant Planner
Reviewed by: Andrew Malik, Development Services Director
Approved by: Leon Churchill, Jr., City Manager

ATTACHMENTS

Attachment A – Location Map

Agenda Item 3
September 4, 2012
Page 3

Attachment B – Color elevations and site, floor, landscape, and building cross section plans
dated July 30, 2012



RESOLUTION _____

APPROVING AN AMENDMENT TO A PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR BUILDING FAÇADE MODIFICATIONS AND ADDITIONS AT 2790 NAGLEE ROAD, ASSESSOR'S PARCEL NUMBER 212-050-60. APPLICANT IS BLAZIN WINGS, INCORPORATED C/O GOLDEN PROPERTY DEVELOPMENT, LLC AND PROPERTY OWNER TRACY MALL PARTNERS, LP. APPLICATION NUMBER D12-0005

WHEREAS, On June 19, 2001, the City Council approved a Preliminary and Final Development Plan for a retail buildings at 2790 and 2550 Naglee Road, Application Number 5-01-D, and

WHEREAS, On May 21, 2012, the City received an application for an amendment of the Preliminary and Final Development Plan for facade modifications and an outdoor patio and building additions for a new restaurant in a portion of the building at 2790 Naglee Road, and

WHEREAS, The subject property is located within the I-205 Corridor Specific Plan area and designated Commercial Center, within which restaurants are permitted, and

WHEREAS, The project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303 pertaining to existing facilities, and

WHEREAS, The Planning Commission conducted a public hearing to review and consider the application on August 22, 2012 and recommended approval of the project to the City Council, and

WHEREAS, City Council conducted a public hearing to review and consider the application on September 4, 2012;

NOW, THEREFORE BE IT RESOLVED, That the City Council hereby approves an amendment to the Preliminary and Final Development Plan to permit facade modifications and an outdoor patio and building additions at the building at 2790 Naglee Road, Application No. D12-0005, subject to the conditions contained in Exhibit "1" to this Resolution, and based on the following findings:

1. The establishment, maintenance, and operation of the proposed improvements are compatible with the land use, design, and operational characteristics of the neighboring properties, because the proposed restaurant is a permitted land use compatible with the surrounding commercial area. The proposal includes an outdoor patio, which is typical of restaurants in the vicinity. The façade improvements consist of modern architectural elements characteristic of buildings in the vicinity, such as earth tone colors, decorative cornices, and a combination of stucco and brick textures.
2. The project will not adversely affect or impair the benefits of occupancy, most appropriate development, property value stability, or the desirability of property in the vicinity, because the building has been designed in accordance with the City's Design Goals and Standards for commercial architecture. Design elements have been consistently applied throughout the building. The proposed outdoor patio and building addition have been designed to be architecturally compatible with the building. Equipment associated with restaurant will be enclosed and/or screened by building walls, parapet walls, or a substantial landscape screen

so that they are not readily visible. The building will be framed by perimeter landscaping consisting of trees, shrubs, and groundcover to balance nature with the built environment.

- 3. The project will not adversely affect or impair the benefits of occupancy, most appropriate development, property value stability, or the desirability of property in the vicinity and will not adversely visually impair the benefits of the properties in the vicinity, because new improvements will be constructed in accordance with the Tracy Municipal Code, City Standards, California Building Code, and California Fire Code.

* * * * *

The foregoing Resolution _____ was adopted by the City Council on the 4th day of September, 2012, by the following vote:

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

Mayor

ATTEST:

City Clerk

City of Tracy
Conditions of Approval
Buffalo Wild Wings
Application Number D12-0005
September 4, 2012

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Building façade modifications and additions on a portion of an existing building for a proposed restaurant (Application Number D12-0005)

The Property: 2790 Naglee Road, Assessor's Parcel Number 212-050-60

A.2. Definitions.

- a. "Applicant" means any person, or other legal entity, defined as a "Developer."
- b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development and Engineering Services Director, or the City Engineer to perform the duties set forth herein.
- c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
- d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
- e. "Conditions of Approval" shall mean the conditions of approval applicable to the exterior building modifications on a portion of a building at 2790 Naglee Road, Application Number D12-0005. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.
- f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development and Engineering Services Department on July 30, 2012.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check

fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

- A.5. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:
- the Planning and Zoning Law (Government Code sections 65000, et seq.)
 - the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
 - the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- A.6. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, and Design Goals and Standards.
- A.7. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Development and Engineering Services Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@ci.tracy.ca.us

- B.1. Landscaping & irrigation. Plans to demonstrate compliance with the following shall be submitted to the Development Services Department prior to the issuance of a building permit:
- B.1.1. No less than 20% of the total on-site parking area shall be landscaped in accordance with the Tracy Municipal Code landscaping requirements for parking areas.
- B.1.2. Decorative shrubs and/or trees shall be planted around the patio area to preserve the on-site planting mix. Groundcover alone is not appropriate.
- B.1.3. Any landscape areas disturbed during construction shall be restored to the satisfaction of the Development Services Director. Any removed plants shall be replanted near the building and/or new walkways, where feasible.
- B.1.4. At planting, new plants shall no smaller than the following sizes:
- a. Trees: 24" box
 - b. Shrubs: 5 gallon
 - c. Groundcover: 1 gallon
- B.1.5. If the rehabilitated landscape area is 2,500 square feet or greater, the applicant shall comply with the Department of Water Resources' Water Efficient Landscape Ordinance.

- B.2. Screening utilities and equipment. Plans to demonstrate compliance with the following shall be submitted to the Development Services Department prior to the issuance of a building permit:
- B.2.1. A landscape screen equal to or taller than the grease holding tank shall be provided to substantially screen the tank from public view to the satisfaction of the Development Services Director. The landscape screen shall be comprised of evergreen, dense plants and maintained to adequately screen the tank.
 - B.2.2. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, and ladders, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from any public right-of-way to the satisfaction of the Services Director. Plans to demonstrate such compliance shall be submitted to the City prior to the issuance of a building permit.
 - B.2.3. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.
 - B.2.4. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures and bollards and other wall-mounted or building-attached utilities, including service doors, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director. Bollards shall only be used in areas not publicly visible and shall be painted to match the nearest adjacent improvement, such as a building wall, to the satisfaction of the Development Services Director.
- B.3. Signs. Before installation of any business signs, the applicant shall submit a Sign Permit application and obtain approval for all business identification signs.

AGENDA ITEM 4

REQUEST

AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT WITH COMBINED SOLAR TECHNOLOGIES, INC. FOR GREEN ENERGY AND THERMAL DESALINATION PROJECT, PUBLIC HEARING FOR ADOPTION OF AN ADDENDUM TO THE CEQA NEGATIVE DECLARATION AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AMENDMENT

EXECUTIVE SUMMARY

Combined Solar Technologies, Inc. (CST) has worked for the past three years to develop a project to desalinate Tracy's wastewater. The current approach is a combination electrical generation, ethanol production and desalination facility. More time is needed in order to develop the project. The amendment to the Exclusive Negotiating Rights Agreement (ENRA) makes a minor change to the project description to include the ethanol production and extends the term for an additional 18 months. The addition of ethanol production necessitates a public hearing to consider adoption of an addendum to the previously adopted California Environmental Quality Act (CEQA) Negative Declaration. Staff recommends approval of the amendment and upon conclusion of the public hearing, adoption of the addendum.

DISCUSSION

On April 20, 2010, City Council authorized CST to conduct a Green Energy Pilot Project at the wastewater treatment plant (WWTP). The pilot project demonstrated how thermal desalination can be used to remove salt from Tracy's wastewater. On January 4, 2011, City Council authorized staff to negotiate with CST for a feasibility study. On April 19, 2011, City Council authorized an ENRA to reserve the City-owned property for use by the energy project and in turn the City received reimbursement for costs of annexation of the City owned property into the City. In accordance with CEQA, the City Council adopted a Negative Declaration for the project on May 1, 2012.

Unfortunately, the project as originally planned was unable to obtain an economically favorable power purchase agreement from PG&E. So the project plan has been revised to reduce the amount of electrical power produced and to include an ethanol production facility, as well as the object of this endeavor, a desalination facility. The ethanol production facility would use sugar beets as a sugar source. Sugar beets were historically grown in the Tracy area and farmers are willing to grow them again. The beet mash would be heat dried and off hauled for use as cattle feed. Approximately two tanker trucks per day of ethanol will be produced and taken offsite daily. A carbon dioxide capture system would be in place to reduce greenhouse gas emissions. Technology today allows for all air used in processing the beets to be reused in the process, eliminating odors.

An addendum to the previously adopted CEQA Negative Declaration has been prepared. Environmental impacts from the proposed electrical generation/ethanol/desalination operations are less than those evaluated in the existing project Negative Declaration. The project includes odor control technology. An optimistic schedule would have the plant constructed and operating within two years.

CST's approach, in comparison to other green energy alternatives, provides a public benefit to the daunting, ongoing challenge of reducing the salinity of Tracy's wastewater while producing renewable energy. CST operates its business in Tracy and specializes in creating renewable systems that support the production of clean water and green energy. The company prides itself in developing American-made systems and hiring staff locally.

The electricity generated through the green energy plant would be used at the WWTP and the excess would be sold. City energy cost savings will be negotiated. The salts contained in the boiler would be evaporated into a solid state, and the condensed steam would be blended with the effluent.

The potential for grant funding for this type of renewable energy project continues to be explored. Project financing will take research and evaluation to determine the optimal method of ownership. Project options include the project being privately owned and the City contracting to purchase the electrical power and operation of the thermal desalination, or the project could be a public/private venture.

STRATEGIC PLAN

This agenda item supports the Environmental Sustainability Strategic Plan by generating electricity from renewable resources and improving wastewater effluent water quality.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. There is in place a cost recovery agreement which provides funding from CST for the annexation, and for negotiating, drafting, preparation and processing of various agreements and documents (including CEQA) needed for the financing of the facility and for lease of the property to CST.

RECOMMENDATION

That the City Council, by resolution, authorize the Amendment No. 1 to the Exclusive Negotiating Rights Agreement with CST for a Green Energy and Thermal Desalination Project, conduct a public hearing and upon the close of the public hearing, adopt the addendum to the Negative Declaration and authorize the Mayor to execute the Amendment.

Attachments: Amendment No. 1 to the Exclusive Negotiating Rights Agreement
Addendum to CEQA Negative Declaration
Location Map

Prepared by: Steve Bayley, Deputy Director of Public Works

Reviewed by: Kevin Tobeck, Director of Public Works

Approved by: Leon Churchill Jr., City Manager

**CITY OF TRACY
AMENDMENT NO. 1 TO
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
BETWEEN COMBINED SOLAR TECHNOLOGIES, INC.
AND THE CITY OF TRACY**

This Amendment No. 1 ("Amendment") to the Exclusive Negotiating Rights Agreement Between Combined Solar Technologies, Inc. and the City of Tracy is made and entered into by and between the City of Tracy, a municipal corporation ("City"), and Combined Solar Technologies, Inc., a Delaware corporation ("CST").

RECITALS

- A.** The City and CST entered into an Exclusive Negotiating Rights Agreement ("Agreement") for the Tracy Desalination and Green Energy Project which was approved by the City Council on April 19, 2011, under Resolution No. 2011-084.
- B.** CST completed a feasibility study and a California Environmental Quality Act Negative Declaration was prepared and adopted by City Council on May 1, 2012 by Resolution No. 2012-075. On September 4, 2012, the City Council adopted an Addendum to the previously adopted Negative Declaration.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Incorporation by Reference.** 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. Amendment.** Section 1, Purpose, of the Agreement is amended to read as follows:
 - 1. "Purpose.** The purpose of this Agreement is to:
 - (a) Authorize CST to prepare a feasibility study for the design, construction and operation of a thermal desalination facility (Facility) using heat from electrical generation and ethanol production. The proposed Facility would be designed and scaled to the City's needs for desalination at the existing wastewater treatment plant and reduce energy costs to the wastewater treatment plant. The fuel for the Facility will consist of biofuel and/or natural gas and solar; and
 - (b) if, after additional analysis the Project appears feasible, to proceed with amending the environmental document with environmental review (with costs covered under a separate Cost Recovery Agreement between the parties); and
 - (c) to evaluate and negotiate the form of subsequent agreements which the parties may enter into for lease of the Property; City's purchase of electrical energy; CST provision of desalination capacity; etc. This ENRA does not obligate either party to acquire, convey, lease or develop the Property."

3. Amendment. Section 3, Term, of the Agreement is amended to read as follows:

“3. Term. This Amendment to the Agreement shall commence when signed by both parties and shall extend the term of the Agreement by 18 months except as provided in section 8 (Termination; Defaults and Remedies).”

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. 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 CST and the City.

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

CITY OF TRACY

COMBINED SOLAR TECHNOLOGIES, INC.

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

By: Frank Schubert
Frank Schubert
Title: President
Date: 8/24/2012

Attest:

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

By: Olga Perry
Olga Perry
Title: Chief Financial Officer
Date: 8/24/2012

Approved as to form

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

ADDENDUM
TO THE
INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION
FOR THE
TRACY DESALINATION AND GREEN ENERGY PROJECT

SCH# 2011122004

SEPTEMBER 2012

Prepared for:

City of Tracy
Department of Development and Engineering Services
333 Civic Center Plaza
Tracy, CA 95676

Prepared by:

De Novo Planning Group
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(916) 949-3231

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1.0 INTRODUCTION

This environmental document is an Addendum to the Tracy Desalination and Green Energy Project Initial Study/Mitigated Negative Declaration (IS/MND), SCH # 2011122004, GPA 11-0004 and A/P 11-0001. The project and the IS/MND for this project were approved and adopted by the City of Tracy City Council on May 1, 2012. Since certification and adoption of the IS/MND, the project plans have been slightly modified, requiring the need for further environmental analysis, as contained in this document.

1.1 BACKGROUND

The Tracy Desalination and Green Energy Project IS/MND (SCH# 2011122004) was completed and circulated for public review and comment in December 2011. The IS/MND evaluated potential impacts associated with annexation of the site to the City of Tracy, a General Plan Amendment to designate the site Industrial, rezoning of the site to Industrial, and impacts associated with the construction and operation of a 1.2 million gallons per day (MGD) desalination plant and biomass electricity generation facility. The IS/MND addressed the full range of environmental topics included in Appendix G of the CEQA Guidelines, including: aesthetics, agricultural and forest resources; air quality; biological resources; cultural resources; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services; recreation; transportation and traffic; utilities and service systems; and cumulative impacts.

All environmental impacts addressed in the IS/MND have been mitigated to below a level of significance through implementation of mitigation measures.

Since certification of the IS/MND and approval of the project on May 1, 2012, the project has undergone minor revisions related to the heat source for the boiler and the energy outputs from the plant. These revisions are described in Section 2.0 of this document, and are the subject of this Addendum.

1.2 PURPOSE OF THE ADDENDUM

When a proposed project is changed after project approval and certification of an environmental document prepared under CEQA, a determination must be made by the Lead Agency as to whether an Addendum or a Subsequent MND is prepared. Criteria, as set forth in CEQA Guidelines Section 15162, are used to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent MND is prepared are outlined below. If the criteria below are true and applicable to the project, then an Addendum is the appropriate environmental document.

1. No new significant impacts will result from the project or from new mitigation measures.
2. No substantial increase in the severity of an environmental impact will occur.

3. No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

Based upon the information provided in Section 3.0 of this document, the proposed revisions to the previously approved Tracy Desalination and Green Energy Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS/MND, and there are no previously infeasible alternatives that are now feasible. Therefore, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the revisions to the project.

1.3 CONCLUSIONS

This addendum addresses the environmental effects associated with the revisions to the Tracy Desalination and Green Energy project that have occurred since certification of the IS/MND and approval of the project on May 1, 2012. The conclusions of the analysis in this Addendum are not substantially different from those made in the IS/MND. The same impacts identified in the IS/MND remain, and have been mitigated to a less-than-significant level, as identified in the IS/MND. No new significant impacts would result, and no substantial increase in the severity of impacts from those previously identified in the IS/MND would occur. This Addendum has been prepared consistent with the requirements of Section 15162 and 15164 of the CEQA Guidelines.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND SETTING

The location and setting of the project has not changed. The project site consists of approximately 241 acres previously located within the City's Sphere of Influence, immediately north of the Tracy City limits. The project site includes APN 212-160-05, APN 212-160-09, and portions of APN 212-160-11. Annexation of the project site into the City of Tracy was approved by the San Joaquin LAFCO on August 17, 2012.

The project site is bounded by Tracy Boulevard to the west, Arbor Avenue and industrial uses to the south, and agricultural lands to the north. Agra Trading, a biomass fuel recycling and trading company, is located on a portion of the project site. The site is bisected by West Sugar Road, which runs in an east-west direction.

The northern and western boundaries of the project site are adjacent to agricultural lands in active agricultural production. The southern boundary of the project site is adjacent to primarily industrial uses with some commercial uses. These uses include, but are not limited to a mini-storage facility, an equipment rental facility, and automotive repair facilities. The City of Tracy Wastewater Treatment Plant (WWTP) is located immediately southeast of the project site. Lands to the east of the project site are currently used for industrial operations. An existing rail spur is located immediately east of the project site and terminates on the project site.

2.2 PROJECT REVISIONS SINCE IS/MND CERTIFICATION

The project analyzed in the December 2011 IS/MND, which was certified on May 1, 2012, consists of a 1.2 MGD desalination plant that would treat treated wastewater from the adjacent Tracy Wastewater Treatment Plant (WWTP) to reduce salinity levels in the treated wastewater. The desalinated wastewater would then be blended back into the remaining treated effluent at the WWTP prior to discharge into the Delta.

In order to operate the desalination plant, a heat source is needed. The project originally proposed to burn locally-sourced biomass waste, including but not limited to nut shells, olive pits, agricultural residuals, tree prunings, and clean urban wood waste. In addition to providing a heat source for the desalination process, the combustion of these biomass materials would have generated electricity, which would have been sold to the local utility grid for distribution to local and regional markets. Since approval of the project in May 2012, the City and project proponent were unable to secure a favorable power purchase agreement with local electricity providers, which rendered the project financially infeasible. In order to ensure that the project is financially feasible, the City and the project proponent have proposed minor changes related to the project's heat source and energy outputs.

The revised project would utilize natural gas as a heat source to power the desalination plant. Natural gas is available to the project site via two existing on-site high-pressure natural gas lines. The project would utilize approximately 350 MM/btu of natural gas per hour. The project would no longer use biomass materials as a heat source for project operations.

Additionally, during the desalination process, the revised project would process sugar beets in order to produce ethanol as an output of the process. Beets would be delivered to the plant on a daily basis via truck and rail, and would be sourced from area farms within 50 miles of the plant. After arrival at the plant, the beets would be washed and shredded. The beets would be heated and processed in order to remove the sugars from the beets. The sugar water removed from the beets would be concentrated and stored, and then fermented. After fermentation, the sugar water would be distilled to remove the alcohol generated during the fermentation process. The removed alcohol would be processed onsite into ethanol, which would be transported from the site for sale to the local market via truck and rail. Approximately two tankers trucks of ethanol would be processed on a daily basis, and the ethanol would be transported offsite by truck and by rail.

Beet pulp from the process would be dried indoors in a closed loop drier. Air used in the drying process would then be directed to a regenerative thermal oxidizer for odor and volatile organic compounds (VOC) removal. The dried beet pulp would be removed from the site mixed with salt (which is a residual product from the desalination process) and sold locally as a cattle feed. Water used in the beet processing would be cleaned and returned to the system for reuse. The entire process would occur within the confines of the plant in a controlled indoor environment. The beets would be kept indoors in a receiving building before processing. The beets would be harvested approximately 9-10 months per year from farms generally within 50 miles of the site. During off harvesting times, the plant would process its sugar water reserve, which would allow

for year-round operation of the plant. The plant would have virtually no waste. All beet pulp would be processed and sold as cattle feed. All of the water entering the system, including the wastewater from the City's WWTP, would be processed to clean water. The salt that results from the cleaning of the City's wastewater would be mixed into the cattle feed as a flavoring.

Other than the use of natural gas as a heat source (rather than biomass waste) and the generation of ethanol (rather than electricity), all other aspects of the project would remain unchanged, including the location and size of buildings, the site boundaries and the potential future solar thermal arrays.

3.0 ENVIRONMENTAL ANALYSIS

As explained in Chapter 1.0, this comparative analysis has been undertaken pursuant to the provisions of CEQA Guidelines Sections 15162 and 15164 to provide the City with the factual basis for determining whether any changes to the project, any changes in circumstance, or any new information since the IS/MND was certified on May 1, 2012 require additional environmental review or preparation of a Subsequent MND. The environmental analysis and mitigation measures provided in the IS/MND remain current and applicable to the proposed project in areas and aspects of the project unaffected by the project revisions identified in Chapter 2.0 of this Addendum.

AESTHETICS

The proposed project changes would not result in any new or altered impacts with respect to aesthetics and visual resources. The location, type, and appearance of structures and site improvements would not change from the analysis presented in the IS/MND. The IS/MND requires the implementation of Mitigation Measure 1, which requires the preparation and implementation of a lighting plan to reduce light spillage and nighttime lighting impacts. This Mitigation Measure would still be required and enforced. No new mitigation measures are required for the project revisions.

AGRICULTURAL AND FOREST RESOURCES

The proposed project changes would not result in any new or altered impacts with respect to agricultural and forest resources. The area of disturbance of the project would not change, and the project would not result in any increased impacts to agricultural lands or resources beyond those addressed in the IS/MND. The project would still be subject to the requirements of Mitigation Measure 2, which requires the payment Agricultural Mitigation Fess to offset the loss of Prime and Unique Farmland that would occur if the future solar array component of the project were constructed. This Mitigation Measure would still be required and enforced. No new mitigation measures are required for the project revisions.

AIR QUALITY

Potential project impacts associated with air quality emissions from operation of the revised project would actually decrease as a result of the proposed project changes. Table 1 shows the quantified operational emissions from biomass combustion that would have occurred under the original project proposal, and compares those emissions levels to emissions that would occur from the combustion of natural gas as the primary heat source, as proposed in the project revisions described in Chapter 2.0 of this Addendum.

TABLE 1: COMPARATIVE PLANT EMISSIONS

Pollutant	Biomass Combustion (Tons/Year)- Original Project Proposal	Natural Gas Combustion (Tons/Year)- Proposed Project Revisions	Change (Tons/Year)	Offset Threshold (tons/year)	Offset Required?	Major Source Threshold (tons/year)	Is Source a Major Source?
NOx	6.31	0.75	-5.56	10	No	10	No
PM10	7.67	0.23	-7.44	14.6	No	70	No
SOx	1.53	0.34	-1.16	27.38	No	70	No
CO	24.53	1.75	-22.78	100	No	100	No
VOC	7.67	0.51	-7.16	10	No	10	No

Source: BEST Environmental, 2011 and 2012, and De Novo Planning Group, 2011 and 2012.

As shown in Table 1 above, the emissions from combustion of natural gas would be notably lower than emissions that would have occurred from the combustion of biomass materials for plant operations. As shown in the Table, the IS/MND concluded that the original biomass plant design would be below the San Joaquin Valley Air Pollution Control District (SJVAPCD) thresholds for emissions offsets and major source emissions thresholds. The proposed revisions would not increase air quality emissions, but rather, air quality emissions would be lower under the proposed project revisions.

Emissions from truck trips associated with the project revisions would remain unchanged when compared to the analysis presented in the IS/MND. The IS/MND addressed mobile source emissions associated with approximately 20 truck trips per day. The volume of truck trips associated with the project revisions would be approximately 20 total trips per day. As such, this impact would remain unchanged and no additional mitigation is required.

With respect to the potential for the revised project to generate odors; the proposed project revisions include the use of an indoor, closed-loop system to capture and remove any odors generated during the beet sugar fermentation process. The system would have a closed-loop drying system and all air used in the drying process will be processed through a regenerative thermal oxidizer. If the plant has to shut down for any reason, the beets can be left in the ground for up to two months without generating odors. The beets would be kept indoors in a receiving building before processing. The beets would be harvested approximately 9-10 months

per year. During off harvesting times the plant would process its sugar water reserve. The process from beet washing to cattle feed and ethanol removal would be in a closed indoor loop and will be very closely monitored to ensure that no odors are generated. This change in the proposed project would not result in the increase generation of odors, and this impact is not more severe or significant than what was analyzed in the IS/MND. No new mitigation measures are required for the project revisions.

Construction-related emissions would not change when compared to the project addressed in the IS/MND. The revised project would be subject to the requirements of Mitigation Measures 3 and 4, which require the implementation of best management practices for construction and grading activities, as required by SJVAPCD Rule VIII. No new mitigation measures are required for the project revisions.

BIOLOGICAL RESOURCES

The footprint of the project and the areas proposed for disturbance would not change from the conditions addressed in the IS/MND. As such, no changes to potential impacts to biological resources would occur as a result of the proposed project revisions compared to the potential impacts described in the IS/MND. The IS/MND requires the project to implement Mitigation Measures 5 and 6, which require the project to obtain coverage under the San Joaquin Multi Species Conservation Plan (SJMSCP), and to ensure that construction activities do not adversely impact burrowing owls. These Mitigation Measures would be required by the project revisions and would reduce potential impacts to a less than significant level, as described in the IS/MND. No new mitigation measures are required for the project revisions.

CULTURAL RESOURCES

The footprint of the project and the areas proposed for disturbance would not change from the conditions addressed in the IS/MND. As such, no changes to potential impacts to cultural resources would occur as a result of the proposed project revisions compared to the potential impacts described in the IS/MND. The IS/MND requires the project to implement Mitigation Measure 7, which includes standard measures that must be implemented if a previously unknown cultural or historical resource is encountered during site grading and construction activities. This Mitigation Measure would be required by the project revisions and would reduce potential impacts to a less than significant level, as described in the IS/MND. No new mitigation measures are required for the project revisions.

GEOLOGY AND SOILS

The footprint of the project and the areas proposed for disturbance would not change from the conditions addressed in the IS/MND. As such, no changes to potential impacts to geology and soils would occur as a result of the proposed project revisions compared to the potential impacts described in the IS/MND. The IS/MND requires the project to implement Mitigation Measures 8 and 9, which require the project to implement site-specific geotechnical engineering measures in order to comply with the California Building Code to ensure that structures and foundations are designed to meet stability and safety standards. These Mitigation Measures would be required by the project revisions and would reduce potential impacts to a less than

significant level, as described in the IS/MND. No new mitigation measures are required for the project revisions.

GREENHOUSE GASES

Emissions of greenhouse gases (GHGs) would decrease under the proposed project revisions when compared to the originally proposed project. As described in the IS/MND, the combustion of biomass materials to generate up to 16.4 MW of electricity would generate approximately 870 tons/day of GHGs. The revised project would generate up to 4 MW of electricity from the combustion of natural gas, and the natural gas combustion would be used as the primary heat source in the desalination and ethanol production process. On a Btu basis, burning one million Btu of natural gas will release about 117 lbs. of CO₂. The revised project would burn 350 MM/btu/hr, which equates to approximately 491.4 tons/day of CO₂. This is nearly half of the daily emissions of CO₂ that would have occurred under the originally proposed project. Additionally, the revised project would generate ethanol for sale to the local market as a fuel blend supplement. Ethanol is considered a renewable biofuel by the California Energy Commission, and is an eligible renewable fuel under the State's Renewables Portfolio Standard. As such, the proposed project revisions are consistent with Statewide efforts to increase the supply of qualified renewable fuel supplies. Given that the proposed project revisions would result in a decreased level of GHGs generated directly from the project when compared to the original project, and the project revisions are consistent with Statewide plans and efforts to increase the availability of renewable fuels, the project revisions would not increase the severity of impacts related to GHGs and climate change. No new mitigation measures are required for the project revisions.

HAZARDS AND HAZARDOUS MATERIALS

The original project addressed in the IS/MND included the use, storage and transport of hazardous materials regulated under the CalARP program, including anhydrous ammonia for use in the Selective catalytic reduction (SCR) system to reduce emissions of nitrogen oxide gas (NO_x). The use of anhydrous ammonia would be greatly reduced, if not completely eliminated under the proposed project revisions. The revised project would utilize chemicals in the ethanol production process, including, but not necessarily limited to, sulfuric acid (94%), phosphoric acid (75%), urea (30% solution), defoaming agent, and caustic soda. The exact mix of chemicals used would be determined during plant operations and would be based on the sugar content of the processed beets, among other factors. The project operator would prepare a hazardous materials business plan (HMBP) that would include details regarding the type, volume, storage, and transport of chemicals used at the plant. The HMBP would comply with all applicable local, state, and federal regulations related to the use, storage and transport of regulated chemicals and materials.

The IS/MND addressed impacts associated with the use, transport and storage of anhydrous ammonia. Anhydrous Ammonia (ammonia) (CAS No. 7664-41-7) is subject to the California Accidental Release Prevention Program (CalARP) regulations (Title 19, CCR, Chapter 4.5), and is regulated as an "extremely hazards material". The IS/MND included Mitigation Measure 10, which requires the preparation of a Risk Management Plan (RMP) for the use and storage of

anhydrous ammonia that meets the requirements of California Health and Safety Code, Division 20, Chapter 6.95, Article 2 and the California Code of Regulation (CCR) Title 19 Division 2, Chapter 4.5, Articles 1 through 11.

The revised project would utilize chemicals including, but not necessarily limited to, sulfuric acid (94%), phosphoric acid (75%), urea (30% solution), defoaming agent, and caustic soda. These materials are not classified as “extremely hazardous materials” since they pose a lesser risk to the public and the environment than anhydrous ammonia, and the preparation of a Risk Management Plan is not required for these substances. If the project operators determines that the use of chemicals regulated under the CalARP program are required, then all applicable regulations related to the safe storage and use of these chemicals would be implemented. The implementation of Mitigation Measure 10, as described in the IS/MND would ensure that any and all chemicals or hazardous materials used at the project site would comply with applicable regulations, through the preparation of a Risk Management Plan and/or Hazardous Materials Business Plan. This mitigation measure is included in the IS/MND and would remain applicable in light of the proposed project changes. Therefore, potential impacts associated with hazardous materials would not substantially increase as a result of the proposed project revisions. No new mitigation measures are required for the project revisions.

HYDROLOGY AND WATER QUALITY

The proposed project revisions would result in the same area of disturbance, project footprint and grading/drainage improvements as what was addressed in the IS/MND. There would be no changes when compared to the originally proposed project. The IS/MND includes Mitigation Measure 11, which requires the preparation of a Stormwater Pollution Prevention Plan (SWPPP) prior to site grading activities in order to protect surface water quality in the project area. This Mitigation Measures would be required by the project revisions and would reduce potential impacts to a less than significant level, as described in the IS/MND. No new mitigation measures are required for the project revisions.

LAND USE AND PLANNING

The proposed project revisions would not result in any new or substantially increased impacts related to land use and planning compared to the analysis contained in the IS/MND. The San Joaquin LAFCO has already approved the annexation of the project site into the City of Tracy, and the City has approved the General Plan Amendment to designate the site Industrial and prezone the site Industrial. There would be no changes to impacts related to land use and planning beyond those addressed in the IS/MND, and no new mitigation requirements are required for the project revisions.

MINERAL RESOURCES

The project’s footprint and area of disturbance would not change from what was addressed in the IS/MND. The IS/MND determined that the project would not result in any impacts related to mineral resources. No new mitigation measures are required for the project revisions.

NOISE

There are no existing noise-sensitive land uses adjacent to the project site. The project site is located in an agricultural and industrial area that generally has a relatively high level of ambient background noise throughout the day. There nearest noise sensitive land uses are residences located approximately 0.5 miles to the south of the site.

The generation of noises on the project site from operation of the plant would not change under the project revisions compared to the analysis contained in the IS/MND. The original project would have generated up to 20 truck trips per day to transport biomass materials to the project site. The revised project would generate approximately the same number of truck trips as the originally proposed project. Truck trips from the revised project would include the transport of beets to the site (approximately 8-10 trips per day) and the transport of processed ethanol and cattle feed from the site to the local market (approximately 8-10 trips per days). As such, the project revisions would result in approximately the same number of truck trips and would not increase the potential to generate increased noise levels on roadways in the project vicinity. There would be no increase in the severity of impacts related to noise beyond those addressed in the IS/MND, and no new mitigation requirements are required for the project revisions.

POPULATION AND HOUSING

As described in the IS/MND, implementation of the project would not directly result in population growth, nor would it convert any land use designations to a use that would allow for the construction of housing. The proposed project will not generate a significant number of new jobs which could lead indirectly to population growth. There are no homes or residences currently located on the project site, and therefore, no homes or people would be displaced as a result of project implementation. There would be no change to the analysis contained in the IS/MND and the project revisions would not increase the severity of any impacts related to population and housing. No new mitigation requirements are required for the project revisions.

PUBLIC SERVICES AND RECREATION

As described in the IS/MND, the project would not result in any impacts related to public services, including police, fire, schools, parks or other public facilities. None of the proposed revisions to the project would result in new public services impacts or increase the severity of any impacts related to public services. Impacts related to this topic would remain unchanged from the analysis in the IS/MND. No new mitigation requirements are required for the project revisions.

TRANSPORTATION AND TRAFFIC

As described in the IS/MND, the project would not result in any significant impacts to traffic, transportation facilities, or area roadways or intersections. The original project addressed in the IS/MND would have generated up to 20 truck trips per day associated with the transport of biomass materials to the project site. The revised project would generate approximately the same number of truck trips as was analyzed in the IS/MND. It is estimated that approximately

8-10 truck trips per day would be required to transport beets to the site for processing. An additional 8-10 trips per day would be generated from hauling processed ethanol to the local market and hauling beet waste for cattle feed to the local market. Compared to the analysis contained in the IS/MND, the project revisions would not result in increased impacts to the area transportation network. No new mitigation requirements are required for the project revisions.

UTILITIES AND SERVICE SYSTEMS

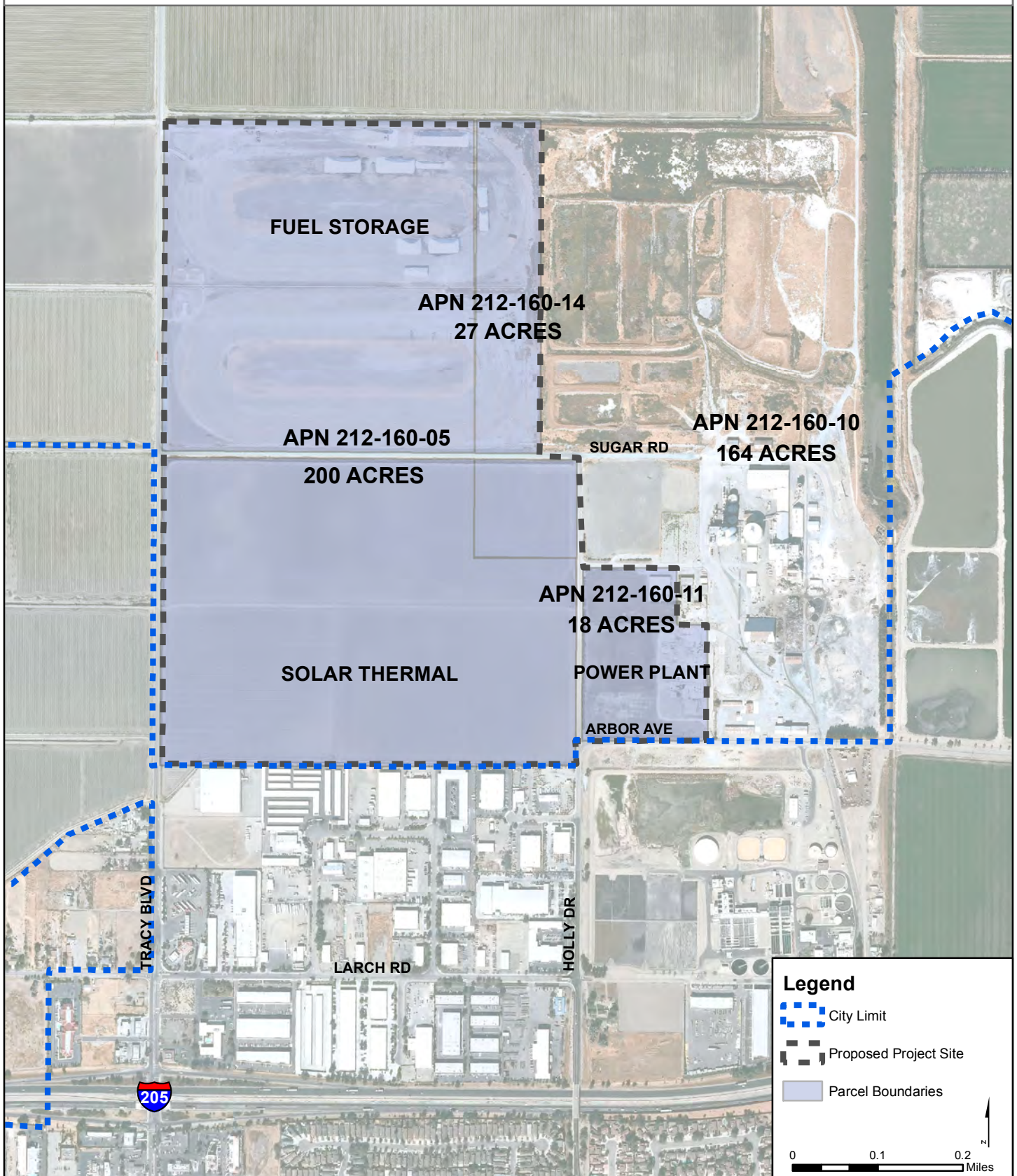
As described in the IS/MND, the project would not result in any impacts related to utility services, including water, sewer, drainage, or solid waste. None of the proposed revisions to the project would result in new utilities impacts or increase the severity of any impacts related to utilities. Impacts related to this topic would remain unchanged from the analysis in the IS/MND. No new mitigation requirements are required for the project revisions.

CONCLUSIONS

Based on the information provided above, the proposed project revisions would not result in an increase of impacts to any environmental topic previously addressed in the IS/MND, nor would the project result in new environmental impacts that were not previously addressed in the IS/MND.

Based on the evidence included in this Addendum, the proposed project, as described in Chapter 2.0, would not result in a substantial change in the conclusions and analysis included in the IS/MND, which was adopted by the Tracy City Council on May 1, 2012.

Tracy Desalination & Green Energy Project Location Map



RESOLUTION _____

AUTHORIZING AMENDMENT NO. 1 TO THE
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
BETWEEN COMBINED SOLAR TECHNOLOGIES, INC. AND CITY OF TRACY FOR GREEN
ENERGY AND THERMAL DESALINATION PROJECT,
ADOPTION OF AN ADDENDUM TO THE CEQA NEGATIVE DECLARATION
AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, On April 20, 2010, City Council authorized Combined Solar Technologies, Inc. (CST) to conduct a Green Energy Pilot Project at the Wastewater Treatment Plant (WWTP); and

WHEREAS, On January 4, 2011, City Council authorized staff to negotiate with CST for a feasibility study; and

WHEREAS, On April 19, 2011, City Council authorized an Exclusive Negotiating Rights Agreement with CST; and

WHEREAS, CST completed a feasibility study and a California Environmental Quality Act Negative Declaration was prepared and adopted by City Council on May 1, 2012; and

WHEREAS, The proposed project has been modified to include production of ethanol, as well as electricity and thermal desalination; and

WHEREAS, An addendum to the previously adopted CEQA Negative Declaration has been prepared which identifies that the environmental impacts for the proposed project are less than those evaluated in the existing project Negative Declaration; and

WHEREAS, A portion of the electricity produced would be used at the WWTP, and ethanol and excess electricity produced by the energy plant would be sold; and

WHEREAS, The City would receive the benefit of desalinated water to blend with the wastewater treatment plant effluent; and

WHEREAS, An additional eighteen months of time is needed to develop the project.

NOW, THEREFORE, BE IT RESOLVED That the City Council authorizes the Amendment No. 1 to the Exclusive Negotiating Rights Agreement Between Combined Solar Technologies, Inc. and the City of Tracy for the Green Energy and Thermal Desalination Project, adopts the addendum to the CEQA Negative Declaration and authorizes the Mayor to execute the Amendment.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the _____ day of _____, 2012, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 5

REQUEST

DISCUSS AND PROVIDE DIRECTION ON NAMING OF THE YOUTH SPORTS PARK

EXECUTIVE SUMMARY

Staff is seeking direction from City Council on the naming of the Youth Sports Park commonly referred to as Holly Sugar Youth Sports Park. There are three naming options being presented for Council consideration. City naming policies allow for City Council to choose a name with community input (2004-096), enter into a For-Profit-Business Naming Rights Agreement (2009-020), or a combination of the two could also be implemented.

DISCUSSION

On August 2, 2012 City Council approved three Property Development and Lease Agreements with Tracy Little League, Tracy Babe Ruth, and Tracy Futbol Club for the construction of fields and ongoing maintenance at the Youth Sports Park commonly referred to as the Holly Sugar Youth Sports Park. The first phase of construction is anticipated to be completed by January, 2013, and as such, it would be timely if a name for the Youth Sports Park be established by the end of 2012.

At full build-out, the Youth Sports Park will consist of 166 acres of active sport areas. The first phase, of approximately 70.2 acres, will include 12 baseball fields, 8 soccer fields and four parking lots to accommodate users. The Youth Sports Park will ultimately serve as the largest multi-sport facility in Tracy and will help accommodate the growing need of sports facilities in the community.

Since project commencement, the Sports Park has been unofficially referred to as the Holly Sugar Sports Park, as the land was formally owned by the Holly Sugar Company. The Sports Park, however, has not been officially named. The following naming options are available for Council consideration:

Option 1

On April 6, 2004, the City Council adopted Resolution 2004-096, approving a policy for naming public buildings, parks and facilities. The Youth Sports Park would most closely follow the park naming process. The Parks Naming Policy provides that Council, at its sole discretion, apply the 2004 policy when naming public buildings, parks and facilities.

The procedure for naming parks per the 2004 policy is as follows:

1. A standing sub-committee of the Parks and Community Services Commission will review and evaluate requests submitted by residents and other interest groups.
2. The sub-committee will bring forth screened, evaluated and prioritized selections to the Commission for authorization to forward to City Council for final approval.

Option 2

The For-Profit-Business Naming Rights Policy (2009-020) involves the City entering into an agreement with a business for naming sponsorship of a building, park or facility. An annual fee or one-time lump sum payment is issued by a business, pursuant to a written agreement by Council, for an agreed period of time to place its name on a City facility. The agreement would generate extra revenue for the City and the business would benefit from name awareness and advertisement of the facility. The Naming Rights Agreement and sponsorship payment would vary based on the size of the facility, demographics and interest expressed. The City Council shall consider whether the proposed For-Profit-Business name is consistent with the City's mission and vision with respect to the facility. In the event a For-Profit-Business Naming Rights Agreement is sought, staff will research potential sponsorship opportunities for Council consideration.

Examples include:

Oakland-Alameda County entering into a naming rights agreement with Overstock.com in 2011 for the naming of the Oakland Coliseum. The renamed "O.co Coliseum" will generate \$7.2 million over 6 years.

State Farm partnering with the City of Bakersfield for the naming of the Phase I and II "State Farm Sports Village", which will ultimately consist of 12 soccer fields and 4 youth football fields. State Farm entered into a five year naming rights agreement with the City of Bakersfield, in the amount of \$500,000 to be paid in two installments in 2012.

Option 3

City Council may also consider combining both the Parks Naming Policy and the For-Profit-Business Naming Rights Policy. This combination would result in a name with dual community and business sponsorship significance. Staff believes this is the ideal option of the three, as homage can be made to a historic, geographical or cultural element within the community, while maintaining the benefits of a For-Profit Business Naming Rights Agreement, which include revenue generation and greater marketing exposure.

Examples include:

New Balance entering into a naming rights agreement with the City of Gloucester, Massachusetts to help fund the reconstruction of Gloucester High School's Newell Stadium. New Balance has pledged \$500,000 over 10 years for the naming rights; the field will be renamed as "New Balance Track and Field at Newell Stadium."

The City of Lewisville, Texas entering into a naming rights agreement with a local Toyota dealership for a 268-acre public park called the "Toyota of Lewisville Railroad Park." The dealership has agreed to pay \$1.5 million over 10 years for the naming rights. The theme of the park embodies the City's railroad history, and consists of various sports parks, three man-made lakes, walking/jogging trail, skate park and dog park.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the General Fund at this time. There may be potential revenue associated with a For-Profit-Business Naming Agreement. The revenue generated could be used for a number of purposes, including the ongoing maintenance and operations for the area the City is responsible for at the site.

RECOMMENDATION

That Council discuss and provide direction on the naming of the Youth Sports Park.

Prepared by: Vanessa Carrera, Management Analyst II

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

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

AGENDA ITEM 6

REQUEST

APPROVAL OF PROPERTY DEVELOPMENT AND LEASE AGREEMENT WITH TRACY YOUTH SOCCER LEAGUE FOR CONSTRUCTION AND MAINTENANCE OF SPORTS FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT; AND APPROVAL OF A RESOLUTION EXTENDING THE DUE DATE OF THE PHASED DEVELOPMENT PLAN FOR TRACY LITTLE LEAGUE, TRACY BABE RUTH AND TRACY FUTBOL CLUB AGREEMENTS

EXECUTIVE SUMMARY

On March 1, 2011 the City Council approved Memorandum of Understandings with Tracy Little League, Tracy Babe Ruth, Tracy Youth Soccer League and Tracy Futbol Club for the purpose of indicating commitment of all parties to negotiate a property development and lease agreement for construction of fields and ongoing maintenance and operations of fields. The MOU also outlined the basic parameters of a future Property Development and Lease Agreement (Agreement). Council approved three of the four Agreements on August 7, 2012. Tracy Youth Soccer League (TYSL) has signed the Agreement for City Council consideration. Staff recommends that the City Council approve the Agreement with TYSL. Staff is also recommending that the City Council extend the due date of the Phased Development Plan in the agreements with Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club.

DISCUSSION

The City has completed a master plan for the Holly Sugar Sports Complex (Sports Complex) layout, environmental work, improvement plans, specifications and construction documents for Phase 1 on approximately 70.2 acres of the 166-acre site. The City has also begun certain infrastructure improvements for Phase 1 which would allow eligible sports organizations to proceed with facility improvements to their individual areas. The Sports Complex first phase includes a total of 12 baseball fields, 8 soccer fields and four parking lots to accommodate facility users.

On March 1, 2011 the City Council approved Memoranda of Understanding with Tracy Little League, Tracy Babe Ruth, Tracy Youth Soccer League (TYSL) and Tracy Futbol Club for the purpose of indicating commitment of all parties to negotiate a Property Development and Lease Agreement (Agreement) for construction of fields and ongoing maintenance and operations of fields. On August 7, 2012 City Council approved Agreement(s) with Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club.

TYSL has signed the Agreement for City Council consideration. The Agreement(s) are very similar to one another and the following is a summary of the Agreement(s) being presented to City Council for consideration:

- **Leased Area:**

- TYSL: 9.70 acres
- **Term:** Commences on the date that the Tracy City Council approves a Notice of Completion for the Holly Sugar Sports Complex infrastructure development project (CIP #78115) and continues for a period of approximately fifteen years ending December 31, 2027. At the end of the lease term, upon the League's request and satisfactory fulfillment of all terms of the lease, the City Council shall, in writing, renew this agreement for an additional ten-year period.
- **Lease Payment:** A fixed rate, annual lump sum of \$150.00 annually times the number of acres. Starting in the fifth year and annually thereafter, the lease payment shall be adjusted to the lesser of either (1) the annual cumulative change in Consumer Price Index since December 31, 2012, or (2) a three-percent per year increase. Hereinafter, "CPI" shall mean the Consumer Price Index for all Urban Consumers, All Items, 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, or its successor. The initial payment for each league will be:
 - TYSL: 9.70 acres= \$1,455.00
- **Use:** Exclusively for the purposes of conducting youth sports practices, games and tournaments, all at the League's own cost and expense.
- **Rentals:**
 - Tracy youth sports organizations: Leagues shall make their fields available to other Tracy youth sports organizations for rates within 10% of City non-profit fees for field rentals as identified in the annual City Operating Budget (subject to annual change by City Council). Process for Use of Facilities by Other Local Youth Sports Programs is described in Exhibit D of each Agreement.
 - Use by other youth sports organizations. Leagues may rent any portion of the Property to youth sports organizations from outside the City for the purpose of hosting youth sports functions. Leagues need not obtain prior written permission by City, and may charge a fee for the rental, all at the Leagues sole discretion.
 - Fees. The leagues are authorized to charge a reasonable fee to the public or any individual to enter onto the Property for a sports league event. Persons not associated with viewing the game shall be allowed to pass without any fee. Leagues may not charge parking fees. The City reserves the right to rent parking lots and charge/collect parking fees at events run by the City.
- **Naming rights:** Each league shall have the right to temporarily name its Facility Improvements located within its Property during the term of this Agreement, and to collect any naming right fees associated with the naming of Facilities. The City reserves the right to name the Sports Complex (as a whole) including collecting any naming right fees associated with the naming of the Sports Complex.

- **City Use:** The City will be able to use the Property a maximum of up to 10 full days each year provided that City requests the use on or before December 15th of the year prior to the City's intended use, and when the use does not unduly interfere with the league's planned activities. City may request the use after December 15th and leagues will allow this if the requested days are available.
- **Utilities:** Leagues are responsible for the payment of any connection, service and monthly fees associated with utilities at the Property, except for irrigation water which will be paid by the City.
- **Taxes:** Leagues will pay any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on the Property.
- **Timetable:** It is anticipated that Leagues will complete the development of the Facility Improvements in phases. All sports fields in the leased area shall be constructed suitable for league play within five years after the City issues its notice of completion for the Infrastructure Improvements. Leagues will substantially complete fields and related facilities within the term of the agreement (approximately fifteen years).
- **Phased Development Plan:** A Phased Development Plan will be submitted to the City by January 31, 2013 that outlines how and when each League intends to complete the improvements. Phased Development Plan updates will be completed and provided to the City on a quarterly basis.
- **Maintenance:** City shall maintain: the Infrastructure Improvements such as internal roads, parking areas and all landscape areas associated with them; utilities to the stubbed area; retention areas; and open spaces outside the Leagues' Property. Leagues shall maintain and operate the Property to the Maintenance Standards as specified in Exhibit C of the Agreements.
- **Temporary facilities:** Leagues will be able to install and use temporary facilities (i.e. storage sheds, portable restrooms and/or concessions).
- **Concessions:** Leagues will be able to sell concession items on the Property during events, subject to applicable laws and regulations. The sale and possession of alcoholic beverages are prohibited on the Property as well as anywhere within the Sports Complex.
- **Licenses and permits:** Leagues shall obtain and pay for any required permits and licenses required for construction of the Facility Improvements and any inspection of the construction. However, the City shall waive the costs for any City permits and licenses that may be required. (This waiver does not include utility connection fees and/or County permit fees.)
- **Right of First Refusal:** TYSL shall have the first right of refusal to enter into a separate lease agreement for property adjacent to their respective property if City is interested in leasing the other property and if the league has completed construction

on its initial four-field complex within the parameters of Section 7.2 (Timetable) of the agreement.

Phased Development Plan:

Staff is recommending that City Council, by resolution, extend the due date of the Phased Development Plan to January 31, 2013 due to the timing of executing all four contracts and allowing ample amount of time for all the leagues to complete the plan. Leagues can turn their plans in before the due date if they choose therefore City Council can approve the change by separate resolution.

STRATEGIC PLAN

This agenda item supports the Livability strategic plan and specifically implements the following goal and objectives:

Goal 2: A city with enticing arts, entertainment, and recreation

Objective 2: Increase the number of entertaining, cultural, educational, and recreational activities.

FISCAL IMPACT

The total estimated costs of this project is \$11,728,229 which includes Construction cost, Design Cost (Consultant) Including utility permits, EIR Cost, Design Cost City staff , Design support during construction, Construction Management, COG Habitat Fee and City-wide Project management charges.

There is an impact to the General Fund for this item. It is estimated that the additional cost for maintenance and operations of the City's area of responsibilities for all four Agreement(s) will be approximately \$10,000 for the remainder of FY 2012/2013. The final estimate will be brought to City Council for a supplemental appropriation to the FY 2012/2013 Public Works budget. It is estimated that the annual operating costs for future years will be approximately \$20,000. The total rent amount from all four leagues in the amount of \$8,133 will be credited to the Waste Water Treatment Fund, which is more than the fund currently receives in agricultural lease revenue for the property.

RECOMMENDATION

Staff recommends that City Council approve a Property Development and Lease Agreement with TYSL (Attachment A) relating to the lease of property within the complex and construction of sports fields and related amenities; and authorize the Mayor to execute the agreement; and approve a Resolution extending the due date the of the Phased Development Plan for the Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club Agreements.

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

Reviewed by: Kevin Tobeck, Public Works Director
Andrew Malik, Director of Development Services
Kul Sharma, City Engineer

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September 4, 2012
Page 5

Don Scholl, Public Works Superintendent

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

Attachments:

Attachment A: Property Development and Lease Agreement with Tracy Youth Soccer League

**PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Youth Soccer League**

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**PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Youth Soccer League**

This Property Development and LEASE AGREEMENT ("Agreement") is entered into on _____, 2012 between the City OF TRACY, a municipal corporation ("City"), and Tracy Youth Soccer League, a California non-profit corporation formed as a youth sports organization ("TYSL").

RECITALS

- A. City owns approximately 166 acres of land located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex ("Sports Complex"), designated for development as a youth sports complex. Assessor's Parcel Number 212-15-0001. The Sports Complex property is currently located in and subject to the jurisdiction of San Joaquin County, and the City intends to annex this property into the City in the future. (See Exhibit A.)
- B. TYSL is a California non-profit corporation, formed as a youth sports organization, whose membership includes various youth and their families within the Tracy area.
- C. The City has completed a master plan for the sports complex layout, including environmental work. City has also completed improvement plans, specifications and construction documents for Phase 1 of the Sports Complex on approximately 70.2 acres (of the 166-acre site). It is the City's intention to undertake certain Infrastructure Improvements for Phase 1 which would allow eligible sports organizations to proceed with Facility Improvements to their individual areas.
- D. City desires to lease portions of the Sports Complex property to TYSL, and TYSL desires to lease the property from City for the purpose of developing, maintaining and operating youth sports fields to meet local needs. The portions of the Sports Complex property which are subject to this Agreement total 9.70 acres and are shown on the diagram and legal description attached as Exhibit B (the Property).
- E. City currently does not have funds available to develop the planned fields on the Property and through negotiations with TYSL has come to an agreement for TYSL to develop the planned fields on the described property to benefit TYSL's members, the City and its residents.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS. In this Agreement:

"Facility Improvements" means those improvements to be installed and maintained by TYSL on the Property, including: the buildings and fixtures, and the improvements to the fields on the Property. These are shown on the Holly Sugar Sports Complex construction plans and specifications, previously provided to TYSL for review and comment. (TYSL's maintenance responsibility does not include any City-installed Infrastructure Improvements located on the Property unless by amendment to this agreement.)

"Infrastructure Improvements" means those improvements to be installed and maintained by the City for Phase 1 of the Sports Complex development as shown on the Holly Sugar Sports Complex construction plans and specifications, (and previously provided to TYSL for review and comments), including: widening Tracy Boulevard; mass grading; paved internal roadways; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open areas. (Note: TYSL's maintenance responsibilities include maintenance of any Infrastructure Improvements located on the Property. See Section 8 and Exhibit C.)

"Maintenance Standards" means the maintenance standards applicable to TYSL's Property, as set forth in Exhibit C. (See also Section 8.)

"Phase 1" means the first phase of development of the Sports Complex, to include approximately 70.2 acres on the easterly portion of the Sports Complex, adjacent to Tracy Boulevard, as shown on the Holly Sugar Site Diagram at Exhibit A.

"Phased Development Plan" means TYSL's Phased Development Plan which will be submitted to the City by January 31, 2013. TYSL intends to complete the improvements in phased development as long as each phase is independent of other phases and complies with all safety regulations. The plan will include the phasing elements and timeline in order to meet the construction timeline requirements in Section 7.2. Phased Development Plan updates will be completed and provided to the City on a quarterly basis.

"Property" means the 9.70 acre site which is the subject of this Agreement, for Facility Improvement development and use by TYSL, as shown in the diagram and legal description attached as Exhibit B.

"Sports Complex" means the approximately 166 acre site located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex and designated for development as a youth sports complex. (Assessor's Parcel Number 212-15-0001.) (See Exhibit A.)

2. **TERM.** The term of this Agreement will commence on the date that the Tracy City Council approves a Notice of Completion for the Holly Sugar Sports Complex infrastructure development project (CIP #78115) and will continue for a period of approximately fifteen years ending December 31, 2027 unless otherwise terminated by either party in advance as specified in Section 14. At the end of this lease term, upon TYSL's request and satisfactory fulfillment of all terms of this lease, the City Council shall, in writing, renew this agreement for an additional ten-year period.
3. **LEASE PAYMENT.** TYSL agrees to pay City a fixed rate, annual lump sum of \$1,455.00 as rent for the Property (\$150.00 annually times 9.70 acres), with annual payment beginning the first of the following month after the City issues its notice of completion for the Infrastructure Improvements. Payment must be made within 15 days of said date. Starting in the fifth year of TYSL making lease payments and annually thereafter, the lease payment shall be adjusted to the lesser of either (1) the annual cumulative change in Consumer Price Index since December 31, 2012, or (2) a three-

percent per year increase. Hereinafter, "CPI" shall mean the Consumer Price Index for all Urban Consumers, All Items, 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, or its successor.

At no time will the lease amount be decreased by a CPI adjustment. In the event there is a decrease in the CPI, the lease amount for the year in question shall be the same as the Rent for the preceding year.

Payment shall be sent to:
Finance Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

4. **PROPERTY:** City leases to TYSL, and TYSL leases from City, the Property identified in Exhibit B.
5. **USE.** TYSL agrees to develop the Facility Improvements, maintain and operate the Property exclusively for the purposes of conducting youth sports practices, games and tournaments, all at TYSL's own cost and expense. TYSL shall, within the limitations set forth in this Agreement, determine the use schedule and fees of the Property, in an effort to meet community sport field needs.
 - 5.1 **Use.** Use of the Property shall conform to all applicable rules and regulations governing the property, including, but not limited to, local building and fire codes. TYSL shall provide restroom facilities, drinking fountains, trash cans (including trash collection) and all other required site amenities.
 - 5.2 **Rental of Property.**
 - 5.2.1 **Use by Tracy youth sports organizations.** TYSL shall make the Property and Facility Improvements available to other Tracy youth sports organizations for rates within 10% of City non-profit fees for field rentals as identified in the annual City Operating Budget (subject to annual change by City Council). The Process for Use of Facilities by Other Local Youth Sports Programs is described in Exhibit D.
 - 5.2.2 **Use by other youth sports organizations.** TYSL may rent any portion of the Property to youth sports organizations from outside the City for the purpose of hosting youth sports functions. TYSL need not obtain prior written permission by City, and may charge a fee for the rental, all at TYSL's sole discretion.
 - 5.3 **Fees.** TYSL is authorized to charge a reasonable fee to the public or any individual to enter onto the Property for a sports league event. Persons not associated with viewing the game shall be allowed to pass without any fee. TYSL may not charge parking fees. The City reserves the right to rent parking lots and charge/collect parking fees at events run by the City.

- 5.4 Safety and security. TYSL is responsible for safely securing the Property, Facility Improvements and all personal property and associated equipment, and for safely storing all chemicals and other hazardous materials in accordance with Federal, State and local laws. TYSL is responsible for monitoring use of the Property.
- 5.5 Trash. TYSL shall keep the Property free and clear of all rubbish, trash and other debris or weed growth generally considered to be foul, noxious or objectionable to facility attendees or the City.
- 5.6 Temporary facilities. TYSL has the right to install and use temporary facilities (i.e. storage sheds, portable restrooms and/or concessions) upon prior written approval of the City Public Works Director, until permanent facilities are provided by TYSL.
- 5.7 Naming rights. TYSL shall have the right to temporarily name its Facility Improvements located within the Property during the term of this Agreement, and to collect any naming right fees associated with such naming of Facilities. Any regulations pursuant to signage shall apply. Signage must comply with the Sports Complex construction specifications and with the City's zoning ordinance. The City reserves the right to name the Sports Complex including collecting any naming right fees associated with such naming of Sports Complex.
- 5.8 Concessions. TYSL shall have the right to sell concession items on the Property during events, subject to applicable laws and regulations. Such items shall be limited to standard food and drink products and souvenir items generally associated with sporting events. The sale and possession of alcoholic beverages are prohibited on the Property as well as anywhere within the Sports Complex.
- 5.9 City use. TYSL agrees to permit the City to utilize the Property a maximum of up to 10 full days each year provided that City requests such use on or before December 15th of the year prior to the City's intended use, and when such use does not unduly interfere with TYSL's planned activities. City may request the use after December 15th and TYSL will allow this if the requested days are available. Such uses include City run tournaments and special events. TYSL will maintain the fields in an acceptable manner for such use. The City will prepare any fields and will also clean up the area after City use. City will be allowed to use any permanent used restrooms. TYSL will provide clean and stocked restrooms and City will restock and clean after City use. The use of the Property does not include any concession stand, maintenance shed or equipment.
- 5.10 Maintain non-profit status. TYSL shall maintain its status as a non-profit entity in good standing with the California Secretary of State.

6. CITY RESPONSIBILITIES.

- 6.1 Development.

- 6.1.1 Construction Plans. City shall prepare the Holly Sugar Sports Complex construction plans and specifications, which shall guide/govern the development of the Property and the Sports Complex.
- 6.1.2 Infrastructure Improvements. City shall, at its own cost, develop the Infrastructure Improvements for Phase 1 of the Sports Complex as identified in the Holly Sugar Sports Complex construction plans and specifications. Such development shall include but is not limited to: widening Tracy Boulevard; mass grading; paved internal roadways and associated landscape areas; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open spaces as identified in the plans.
- 6.1.3 Scheduling. The Infrastructure Improvements are schedule to be completed by end of 2012.
- 6.2. Maintenance. City shall, at its own cost, maintain the Infrastructure Improvements (internal roads, parking areas and all landscape areas associated therewith, utilities to the stubbed area, retention areas and open spaces) which are outside the Property, unless by amendment to this agreement.
- 6.3. Utilities. City shall provide irrigation water for the Property.

7. TYSL'S DEVELOPMENT RESPONSIBILITIES.

In this Agreement, "Facility Improvements" means the buildings and fixtures installed on the Property, and the improvements to the fields on the Property. (See Section 1) These are shown on the Holly Sugar Sports Complex construction plans and specifications.

TYSL agrees to construct and install the Facility Improvements on the Property according to the schedule set forth at Section 7.2 and under the terms of this Section 7.

At the time of expiration or termination of this Agreement, all fixtures installed or additions and improvements made to the Property become City's property without compensation or payment to TYSL, and City may require that TYSL remove any Facility Improvement that the City deems necessary.

- 7.1 Construction/installation. TYSL agrees to construct and install all the Facility Improvements on the Property per City provided specifications and plans, unless otherwise approved in writing by the City.
- 7.2 Timetable. It is anticipated that TYSL shall complete the development of the Facility Improvements in phases. Each phase will be self-contained and meet all code and safety requirements. The plans prepared by the City's Consultant only reflect the ultimate improvements without any phased work. The extent of work in each phase may depend upon the availability of league funds. All sports fields in TYSL's leased area shall be constructed suitable for league play within five years after the City issues its notice of completion for the Infrastructure Improvements. TYSL will construct fields and substantially complete related facilities adhering to

City approved construction documents within the term of the agreement (approximately fifteen years). Failure to substantially conform to the timetable and the Phased Development Plan constitutes a breach of this Agreement.

- 7.3 Licenses and permits. TYSL shall obtain and pay for any required permits and licenses required for construction of the Facility Improvements and any inspection of the construction. However, the City shall waive the costs for any City permits and licenses that may be required. (This waiver does not include utility connection fees and/or County permit fees.)
- 7.4 Construction requirements. TYSL shall fulfill all State and local policies, rules and regulatory requirements pertaining to site construction, including but not limited to:
- 7.4.1 SWPPP. TYSL shall provide to the City, both electronically and in hard copy, permit registration documents (PRDs) and project Notice of Intent (NOI) information sufficient to obtain a waste discharge identification number. TYSL's contractor shall prepare a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) Order # 2009-0009-DWQ. Contractor shall have the SWPPP prepared by a Qualified SWPPP Developer (QSD), as defined in the CGP, according to the assessed Risk Level determined by the QSD, and shall fulfill all other requirements of the State Water Resources Control Board pursuant to waste water discharge. A Qualified Stormwater Practitioner (QSP) is required for Implementation and Maintenance of the SWPPP for compliance with the CGP. Therefore, TYSL shall provide the name, address, contact number and qualifications of the QSP to the City prior to commencement of any construction activity.
- 7.4.2 San Joaquin Valley Air Pollution Control District Air Impact Assessment (AIA) Application. In accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510, City of Tracy has obtained the approval letter of Air Impact Assessment (AIA) application for the Holly Sugar Sports Complex Project from SJVAPCD during the development phase. Copy of the application and approval letter has been provided to TYSL. TYSL shall comply with the provisions of SJVAPCD Rule 9510 as outlined in the City application and approval letter during the construction of the sports fields. Failure to comply may result in notice of violation or fines to the City. After the construction phase is complete TYSL will complete its own application for ongoing operations which may incur some fees from SJVAPCD.
- 7.4.3 Construction insurance. TYSL shall provide construction insurance when utilizing contractors, naming City as an additional insured.
- 7.4.4 Bond. TYSL shall not act or fail to act in a manner resulting in any lien affecting the Property. TYSL shall also provide to City a bond executed by a corporation authorized to issue surety bonds in the State of

California in a sum equal to the amount of the construction contract, to protect the City against any type of prohibited lien (mechanic's, vendor's, laborer's, material supplier's or other similar lien arising from work, labor, services, equipment or materials supplied to Lessee). The bond shall protect the City against the amount of the lien; the claimant's costs of suit in the action, if he recovers; and the City's costs of defending any action related to the lien.

7.5 Public access. TYSL shall allow public access to, from and across parking and concession areas.

8. **TYSL'S MAINTENANCE OF PROPERTY.** From the Commencement Date of the Primary Term of this Agreement, TYSL is responsible for the maintenance, repair and cleanup of the Property. TYSL further agrees that:

8.1 Liable for damage. TYSL shall be liable for any and all damage to the Property, unless caused exclusively and directly by City.

8.2 Standards for maintenance and operation. TYSL shall maintain and operate the Property to the Maintenance Standards as specified in Exhibit C.

8.3 Maintenance of landscaping. TYSL is responsible for the care and maintenance of any turf, trees, shrubs or other plants placed on the Property by either it or the City, in accordance with the Maintenance Standards in Exhibit C, except for any landscaping associated with the parking areas as set forth in paragraph 6.1.2.

9. **UTILITIES.** TYSL is responsible for the payment of any connection, service and monthly fees associated with utilities at the Property, except for irrigation water which will be paid by the City.

10. **HOLD HARMLESS.** TYSL shall defend, indemnify, and hold City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of City.

11. **INSURANCE.** TYSL shall procure and maintain, for the duration of the Agreement, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with TYSL's operation and use of the leased Property. The cost of such insurance shall be borne by TYSL. (This requirement is in addition to the construction insurance and bond required by Sections 7.5.2 and 7.5.3.)

11.1 Coverage shall be at least as broad as:

General Liability insurance coverage on a per occurrence basis which insures against all liability of City and its agents arising out of and in connection with TYSL's use of the property.

Property insurance against all risks of loss to any tenant improvements or betterments.

11.2 TYSL shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury or property damage.

Property Insurance: Full replacement cost with no coinsurance penalty provisions.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or TYSL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 11.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees or volunteers.
- 11.4 Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.
- 11.5 Each insurance policy required under this Agreement shall list City as an additional insured.
- 11.6 Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A:VII.
- 11.7 TYSL shall furnish City with original certificates and endorsements affecting coverage required under this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by City before this Agreement commences.

12. **TAXES.** TYSL shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on the Property. This provision constitutes written notice to TYSL pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Agreement or as otherwise required by City.

13. **ENTRY AND INSPECTION.** City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements (c) to supply necessary services, (d) when City reasonably believes that the TYSL has abandoned or

surrendered the Property, (e) to inspect the Property for compliance with this Agreement, (f) pursuant to court order, or (g) for necessary tests or surveying. When entering the Property, City shall take care to minimize disruption to TYSL's operations and the Facilities Improvements. City agrees to provide notification to TYSL of any approved entries to Property that City has given to any third party.

14. TERMINATION; DEFAULT.

14.1 Termination. The City may terminate this Agreement for default by TYSL. TYSL may terminate this Agreement voluntarily by giving at least 120 days advance written notice to City.

14.2 Default. The occurrence of any of the following events shall constitute a default by TYSL:

14.2.1. Failure to pay lease payment annually when due. (See Section 3.)

14.2.2 Failure to substantially complete the Phased Development Facilities Improvements in compliance with Section 7.2 and the Phased Development Plan.

14.2.3. Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after written notice is given by City to TYSL. If the failure to perform cannot reasonably be cured within 30 days, TYSL shall not be in default if TYSL commences to cure the default within the 30 day period and diligently continues to cure the default.

14.3 Notice to cure. If TYSL defaults on the payment of any installment or rent or of any amount owed to City, or defaults on the performance of any covenants or conditions of this Agreement, City may serve on TYSL a 30-day notice in writing to cure the default or quit the Property. If TYSL fails to do either, City may bring a statutory proceeding in unlawful detainer to regain possession of the Property.

15. MISCELLANEOUS.

15.1 Regulations. TYSL's use of the Property shall comply with all Federal, State and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the Property.

15.2 Waiver. The waiver by either party of any provision or condition of this Agreement shall not be construed to be a waiver of any other provision or condition of this Agreement and shall not preclude the other party from demanding performance in accord with the other terms, nor shall any such waiver be construed to be permanent unless the waiver is in writing and signed by both City and TYSL.

15.3 Force Majeure. Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor TYSL shall be chargeable with, liable for, or responsible to the other for anything or in any amount for any delay caused by fire, earthquake, explosion, the elements, acts of God, riots, strikes, lockouts and

any delay due to those causes and shall not be deemed a breach of or default in the performance of this Agreement.

- 15.4 Relationship of Parties. The relationship between City and TYSL shall always and only be that of lessor and lessee. TYSL shall never at any time during the term of this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of TYSL or its agents.
- 15.5 Severability. The unenforceability, invalidity, or illegality of any of provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 15.6 Recordation. Pursuant to Government Code § 37393, the Agreement shall be recorded in the Office of the County Recorder, County of San Joaquin, State of California.
- 15.7 Notices. All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

City (Lessor)

City of Tracy
Attn: Director of Public Works
520 Tracy Boulevard
Tracy, CA 95376

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

Tracy Youth Soccer League (Lessee)

Tracy Youth Soccer League
Attn: Shirley Thompson, President
P.O. Box 187
Tracy, CA 95378

THIS SECTION INTENTIONALLY LEFT BLANK

16. RIGHT OF FIRST REFUSAL. TYSL shall have the first right of refusal to enter into a separate lease agreement for property adjacent to the Property, approximately 5.18 acres as identified in Exhibit E, if City is interested in leasing the other property and if TYSL has completed construction on its initial five-field complex within the parameters of Section 7.2 (Timetable) of this agreement.

17. SIGNATURES.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

CITY OF TRACY	Tracy Youth Soccer League
By: _____ City Manager	By: <u>Shirley Thompson</u> * Shirley Thompson, President
Date: _____	Date: <u>8/23/12</u>
Authorized by City Council Resolution No. _____	* Notary acknowledgment required
Attest: _____ City Clerk	
Approved as to form: _____ City Attorney	

Exhibits:

- A Holly Sugar Sports Complex, Phase 1 (Agr. §1.)
- B Description and Diagram of the Property, prepared by Verde (Recital §C; Agr. 1.)
- C Maintenance Standards (Agr. §8.)
- D Process for Use of Facilities by Other Tracy Youth Sports Programs (Agr. §5.10.)
- E Property Subject to Right of First Refusal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin }

On August 23, 2012 before me, Jalynn M. Miner, Notary Public,
Date Here Insert Name and Title of the Officer

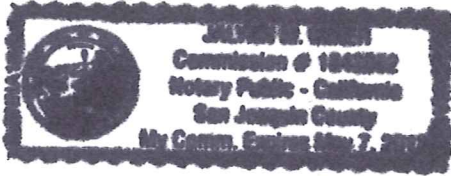
personally appeared Shirley Thompson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Property Development and Lease Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <p style="text-align: center; margin: 0;">RIGHT THUMBPRINT OF SIGNER</p> <p style="text-align: center; margin: 0;">Top of thumb here</p> | <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <p style="text-align: center; margin: 0;">RIGHT THUMBPRINT OF SIGNER</p> <p style="text-align: center; margin: 0;">Top of thumb here</p> |
|---|---|---|---|

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
 (Agreement Section 1.)

Holly Sugar Site Diagram Phase 1

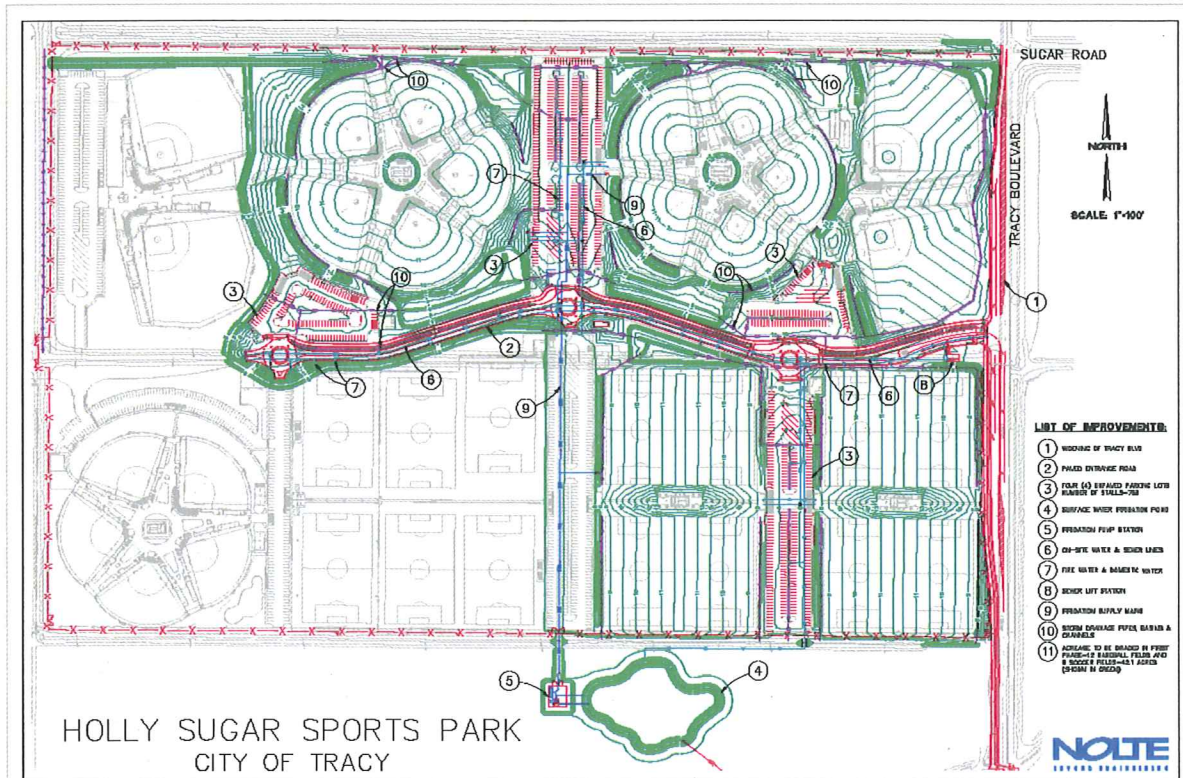


EXHIBIT "B" TO STAFF REPORT

DESCRIPTION AND DIAGRAM OF PROPERTY
(Agreement Section 1 and 4)

All the certain real property situate in the County of San Joaquin and State of California being a portion of the Lands of the City of Tracy as described and delineated on that certain Record of Survey of the Exterior Boundary of the Lands of Holly Sugar Corporation filed for record on July 8, 1998 at Book 34 of Surveys at Page 37, San Joaquin County Records described as follows:

Commencing at a found City of Tracy Brass Disk in monument box marking the intersection of the centerline of Tracy Boulevard and the centerline of Larch Road as shown and so delineated on the above-mentioned Record of Survey;

Thence along the centerline of Tracy Boulevard, North $00^{\circ}22'38''$ East for a distance of 1468.18 feet;

Thence leaving said centerline, North $89^{\circ}28'54''$ West for a distance of 724.52 feet to the **POINT OF BEGINNING**;

Thence from said Point of Beginning along the following twelve (12) courses and distances:

1. North $89^{\circ}28'54''$ West for a distance of 518.02 feet;
2. North $00^{\circ}31'06''$ East for a distance of 872.66 feet;
3. North $89^{\circ}28'54''$ West for a distance of 70.72 feet;
4. North $00^{\circ}31'06''$ East for a distance of 17.07 feet;
5. Along the arc of a tangent curve concave to the Northeast, having a radius of 3.00 feet, through a central angle of $90^{\circ}00'00''$ for a distance of 4.71 feet;
6. South $89^{\circ}28'54''$ East for a distance of 15.50 feet;
7. South $00^{\circ}31'06''$ West for a distance of 27.00 feet;
8. North $89^{\circ}28'54''$ West for a distance of 15.50 feet;
9. Along the arc of a tangent curve concave to the Southeast, having a radius of 3.00 feet, through a central angle of $90^{\circ}00'00''$ for a distance of 4.71 feet;
10. South $00^{\circ}31'06''$ West for a distance of 18.15 feet;
11. South $89^{\circ}28'54''$ East for a distance of 447.28 feet;
12. South $00^{\circ}31'02''$ West for a distance of 804.44 feet to the **POINT OF BEGINNING**.

Containing a total area of 422,036 square feet or 9.69 acres more or less.

The Basis of Bearing for this description is the California Coordinates System of 1983, Zone 3 as determined from the City of Tracy's Geodetic Control Network shown on the Record of Survey filed in Book 36 of Surveys at Page 118, San Joaquin County Records.

The herein described parcel of land is shown on Exhibit B attached hereto and made a part hereof.



TRACY YOUTH.txt

Parcel name: TRACY YOUTH

North: 2104710.2482 East : 6290229.0425
Line Course: N 89-28-54 W Length: 518.0160
 North: 2103858.3635 East : 6290147.6074
Line Course: N 00-31-06 E Length: 872.6634
 North: 2104730.9912 East : 6290155.5020
Line Course: S 89-28-54 E Length: 70.7247
 North: 2104730.3514 East : 6290226.2238
Line Course: S 00-31-06 W Length: 17.0765
 North: 2104713.2756 East : 6290226.0693
Curve Length: 4.7124 Radius: 3.0000
 Delta: 90-00-00 Tangent: 3.0000
 Chord: 4.2426 Course: S 44-28-54 E
 Course In: S 89-28-54 E Course Out: S 00-31-06 W
 RP North: 2104713.2485 East : 6290229.0692
 End North: 2104710.2486 East : 6290229.0421
Line Course: S 89-28-54 E Length: 15.5000
 North: 2104710.1079 East : 6290244.5418
Line Course: S 00-31-06 W Length: 27.0000
 North: 2104683.1091 East : 6290244.2976
Line Course: N 89-28-54 W Length: 15.5000
 North: 2104683.2493 East : 6290228.7982
Curve Length: 4.7124 Radius: 3.0000
 Delta: 90-00-00 Tangent: 3.0000
 Chord: 4.2426 Course: S 45-31-06 W
 Course In: S 00-31-06 W Course Out: N 89-28-54 W
 RP North: 2104680.2494 East : 6290228.7711
 End North: 2104680.2765 East : 6290225.7712
Line Course: S 00-31-06 W Length: 18.1447
 North: 2104662.1326 East : 6290225.6070
Line Course: S 89-28-54 E Length: 447.2753
 North: 2104658.0863 East : 6290672.8640
Line Course: S 00-31-02 W Length: 804.4418
 North: 2103853.6773 East : 6290665.6023

Perimeter: 2815.7670 Area: 422,036 sq.ft. 9.69 acres
Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0006 Course: N 44-27-30 W
 Error North: 0.00040 East : -0.00040
Precision 1: 4,692,945.3333

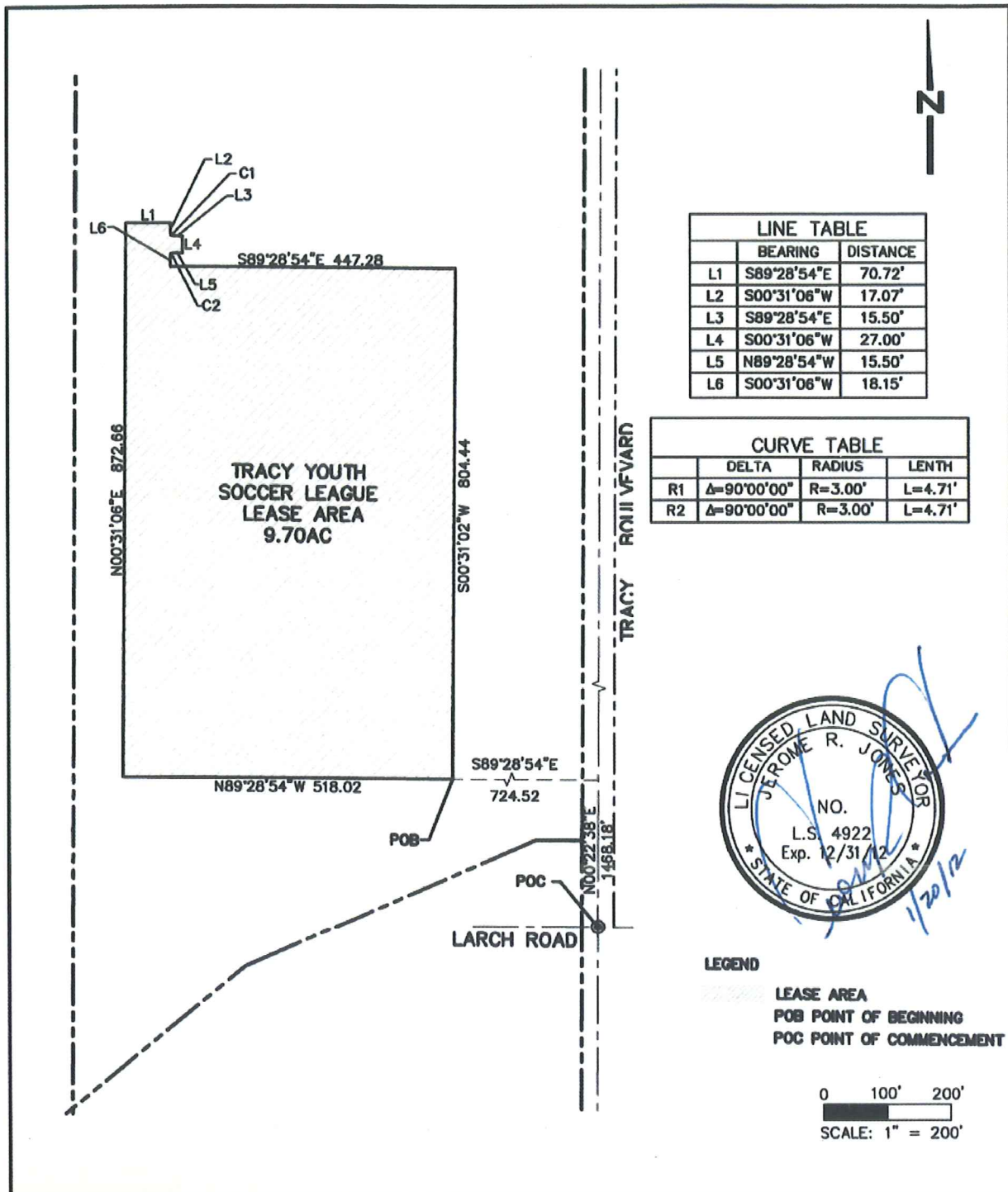


	EXHIBIT "B"	SHEET NUMBER
	PLAT TO ACCOMPANY LEGAL DESCRIPTION	1
SAN JOAQUIN COUNTY CALIFORNIA	PREPARED FOR: CITY OF TRACY	OF 1 SHEETS
<small>2000 GATEWAY PLACE, SUITE 200 COLLETON, CA 95925 530.426.1200 FAX 530.426.1201</small>	<small>DATE JUNE 04-0909 1000VPL0001</small>	JOB NUMBER SJB03500

EXHIBIT C

Maintenance Standards Soccer Fields (Agreement Section 1 and 8)

TYSL shall be required to fulfill the following maintenance standards on the Property, including any City-installed Infrastructure Improvements, unless amended by this agreement, on the Property:

1. Natural Turf Fields & Open Areas: (Warm-season turf/Bermudagrass)

- a. Mowing – Turf shall be mowed at least one time per week to maintain a height of 1" inch to 1 ½" during the growing season (April - October), and shall be mowed a minimum of once per week if overseeded, or as needed during the dormant-season (November - March) to a height of 1" to 2".
- b. Edging – Edging around walkways shall be completed once per month.
- c. Aerating – TYSL will evaluate the need to Aerate three times per year (March, June & September) and additionally as needed in high-traffic areas.
If needed, Aerator types should vary using deep-tine (if available), shallow hollow tine, and slice types. When plugs (from hollow tines) are pulled it is best to allow plugs to dry, then verticut and rag them as needed to distribute material evenly over the surface; overseed the affected areas as needed. If required, TYSL will remove and replace with the proper sod the affected wear area(s) if the aeration & verticut process will not adequately resolve issues of thinning or worn turf. At a minimum aeration will occur no less than once every two years.
- d. Thatch/Verticutting – Turf thatch shall be managed to maintain a thatch layer not to exceed 1" in thickness. An ideal range for the thatch layer is ½" – ¾" in thickness. A combination of aerating, verticutting and/or topdressing may be used to accomplish this goal.
- e. Sweeping/Blowing – Turf shall be swept or blown as needed to remove grass clippings and/or pick up tree leaves if weather prevents routine mowing.
- f. Fertilize – The turf areas shall be fertilized twice per year- during the fall (September-November) and in the spring (February-March).
- g. Topdress – Turf shall be topdressed with clean topdressing sand or a mixture of topdressing sand and compost. This is recommended to be done a minimum of two times per year.
- h. Overseed – Overseeding may be accomplished with perennial ryegrass once in fall (September/October) if desired to maintain green fields during the bermudagrass' dormant period. Other overseeding during growing season shall be performed as needed during the rest of the year.
- i. Weed Control – Pre-emergent shall be applied two times per year (late-winter & mid-spring) and again in the fall if needed for winter annuals – timing of applications dependent upon weather. Post-emergent should be applied one time per year and as needed. Implementation of Integrated Pest Management (IPM) practices consistent with the City of Tracy IPM Guidelines (subject to change and available upon request) is required.
- j. Pests and Diseases – Pests and diseases shall be controlled as needed and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

k. Miscellaneous Tasks

- i. Turf shall be rolled as needed to smooth rutted or uneven areas.
- ii. Vandalism repair shall be completed as needed.
- iii. Spot re-sodding to repair worn areas shall be accomplished as needed.
- iv. Filling low spots, where settling occurs, shall be completed as needed.
- v. The addition of "French" drains, when needed to alleviate small areas of standing water, shall be accomplished when need arises. This task may be combined with heavy topdressing in any low areas or areas of settling to displace accumulated water and make small adjustments in grade.
- vi. Repaint foul lines as needed.

2. **Trees:**

- a. Pruning – Pruning of trees is critical due to the steady winds at the site. For the first three years trees shall be pruned once per year to develop tree structure. In years five through ten, trees shall be pruned every other year and as needed to maintain structure. After ten years, trees shall be pruned every 5 years to maintain tree shape/form and eliminate potential hazards. Additional pruning shall be completed as needed throughout the year to remove/redirect low hanging limbs or remove broken/dead branches. Suckers shall be removed as needed. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight. Root pruning shall be completed as needed once trees begin to mature.
- b. Staking – All trees shall be re-staked and/or re-tied as needed.
- c. Fertilize – All trees shall be fertilized once per year until fully established, then as needed.
- d. Pest Control – Pest control prevention shall be performed annually on trees known to be susceptible to pests and as needed on all other trees. IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.
- e. Re-plant – Trees shall be re-planted as needed.
- f. Re-training of Central Leaders – Central leaders shall be re-trained as needed if broken or vandalized.
- g. Supplemental Watering – Supplement water shall be applied to trees as needed until they are established, then as needed.

3. **Shrubs:**

- a. Prune – Hand prune as needed to control/confine growth appropriate genus' (varieties) to maintain natural shape as needed, between two and four times per year. Shear appropriate genus', dependent upon planting plan/design requirements, four to eight times per year. Renovation prune appropriate genus' once every two years. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight.
- b. Fertilize – All shrubs shall be fertilized twice per year until established, and then one time per year and as needed.
- c. Apply Plant Growth Regulators (PGR's) – Plant growth regulators may be applied twice per year on shrubs that are tolerant.
- d. Pest Control – Pest control measures shall be taken as needed and IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.

- e. Weed Control – Weed control measures shall be taken in shrub beds a minimum of once per month, more often as needed. They will be performed consistent with City IPM Guidelines.
- f. Re-mulch Beds – Shrub beds shall be re-mulched once per year or as needed.

4. Perennials & Biennials:

- a. Prune – Fall clean-up pruning shall be accomplished once per year. Deadheading shall take place as needed.
- b. Fertilize – Perennials and biennials shall be fertilized twice per year.
- c. Pest Control – Pest control measures shall be taken consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
- d. Replant – Replanting shall take place as needed.
- e. Divide – Perennials and Biennials shall be divided once every three to five years to rejuvenate.
- f. Weed Control – Weed control measures shall be taken in planter beds twice per month consistent with City IPM Guidelines.
- g. Re-mulch Beds – Planter beds shall be re-mulched once a year or as needed.

5. Annuals:

- a. Replant – Annuals shall be replanted two to three times per year.
- b. Deadhead – Shall be accomplished two times per month.
- c. Fertilize – Annuals shall be fertilized four to six times per year.
- d. Pest Control – Pest control measures shall be taken as needed and in accordance with consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
- e. Weed Control – Weed control measures shall be taken in annual beds twice a month and consistent with City IPM Guidelines.

6. Groundcovers:

- a. Edge – Groundcover beds shall be edged six to eight times per year or as needed.
- b. Mow, Trim or Prune – Groundcovers shall be mowed or pruned one to two times per year.
- c. Fertilize – All groundcover shall be fertilized two times per year.
- d. Pest Control – Pest control measures shall be taken as needed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
- e. Weed Control – Weed abatement shall be completed once per month or as needed consistent with City IPM Guidelines.

7. Irrigation System:

- a. Check and Adjust Program – Check and adjust on a daily basis.
- b. Make Repairs – Make repairs daily as needed.
- c. Field Check and Adjust Sprinklers – Check and adjust field sprinklers a minimum of once per week and as needed.
- d. Spot Water – Spot water areas on a daily basis as needed.
- e. Clean Controllers/Enclosures – Clean controllers at least twice per year.
- f. Winterize System – Winterize the irrigation system each year in November or December depending upon weather. This includes wrapping of backflows to prevent freezing.
- g. System Start-up – Start up the irrigation system each spring. Re-check all sprinkler patterns, arcs, etc. to ensure best performance and efficiency of system.

- h. Service Backflow Devices – Test/check backflow devices annually and as required by applicable regulations.
- i. Clear/Repair Backflows – Clear and/or repair backflow devices as needed and as required by applicable regulations.
- j. Service Booster Pumps – Service and adjust irrigation booster pumps a minimum of annually – more frequently if needed or recommended by manufacturer.
- k. Pest Control – At least four times per year, perform pest control measures for ants, spiders, etc.

8. Restrooms:

- a. Clean and Disinfect – Clean and disinfect restrooms daily during operating season; more frequently as needed during heavy use periods and tournaments. Does not apply to portable toilets and service which are to be serviced on an as needed basis to keep portable toilet clean and in useable condition.
- b. Restock – Restock restrooms daily and as needed.
- c. Spot-scrub Walls – Spot scrub walls weekly or as needed.
- d. Repaint/Coat Floors – Repaint/recoat floors once per year or as needed.
- e. Touch-up Paint – Touch-up paint twice per year or as needed.
- f. Repair Vandalism & Remove/Cover Graffiti – Immediately as needed.
- g. Repair Sinks, Urinals, Toilets & Privacy Panels – Repair as needed.
- h. Service Floor Drains – Once per year service floor drains.
- i. Pest Control – Pest control measures shall be taken four times per year and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

9. Buildings:

- a. Empty Garbage Cans – Trash cans shall be emptied daily or more often if needed.
- b. Dust – Facility shall be dusted once per month or more if needed.
- c. Clean Windows – All windows shall be cleaned two times per year or as needed.
- d. Vacuum/Sweeping – Buildings shall be vacuumed and/or swept daily or more often if needed.
- e. Other Custodial Services – All other custodial services shall be completed as needed.
- f. Service Air Conditioners and Heaters – Air conditioners and heaters shall be serviced one time per year. Replace system filters four times per year or more frequently if needed.
- g. Replace Light Bulbs/Lamps – Light bulbs and/or lamps shall be replaced immediately as needed.
- h. Service Fire Sprinklers and Extinguishers – Fire sprinkler systems and fire extinguishers shall be tested/serviced annually and as required by code.
- i. Touch-up Paint – Paint touch-up shall be accomplished as needed.
- j. Clean Roofs, Roof Drains and Gutters – Building roofs, drains and gutters shall be cleaned once per year and as needed.
- k. Concession Area – Stoves, hoods, vents, fire sprinklers, refrigerators, and freezers shall be serviced/tested annually. Ice machines, grease traps and floor drains shall be serviced a minimum of four times per year and as needed. Maintain in a clean and sanitary condition at all times.
- l. Pest Control – Pest control measures shall be taken four times per year consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

10. Bleachers/Grandstands:

- a. Clean/Blow Out – In, under and around the bleachers/grandstands shall be blown out as needed when trash or debris is observed.
- b. Wash Down/Pressure Wash – In, under and around the bleachers/grandstands shall be washed down with high pressure water as needed to maintain clean sitting areas. Sanitize as needed.
- c. Repair Damage/Wear and Tear – Any damage or wear and tear shall be repaired monthly or as needed.
- d. Touch-up Paint – Bleachers/grandstands shall be touched-up with paint as needed to maintain an acceptable and neat appearance.
- e. Pest Control – Pest control measures shall be performed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

11. Walkways:

- a. Blow Off – All walkways around turf areas shall be blown off two to three times a week or as needed. Such areas around bleachers/grandstands shall be blown off as needed to keep walkways clear of debris.
- b. Pressure Wash/Scrub – Walkways shall be washed down with high pressure water as needed to keep walkways clean and in good appearance.
- c. Repair Cracks, etc. – Repair cracks, trip hazards, etc. as needed.
- d. Repair/Replace Pavers – Repair/replace pavers as needed.

12. Goal Assemblies, Fences and Netting:

- a. Inspect – All goal assemblies, fences and netting shall be inspected monthly.
- b. Repair – Repairs to goal posts, fences and netting shall be performed as needed.
- c. Tighten Chain Link Tensioners Where Appropriate – Tightening shall occur twice per year and as needed.
- d. Repaint All Wood and Metal Surfaces – All painted surfaces on goal posts, fences and netting shall be re-painted as needed to maintain a clean and newer appearance.
- e. Clean and Treat Protective Padding – Any protective padding on goal posts and/or fences shall be cleaned and treated at least once per year.
- f. Replace Fence Guards on Chain Link Fences – Fence guards shall be replaced as needed.

13. Security Lights:

- a. Inspect Operation – Twice per month, operation of security lights shall be checked routinely.
- b. Replace Bulbs/Lamps – All light bulbs/lamps shall be replaced as needed depending on fixture type or as per manufacturer's recommendation.
- c. Program – Re-program security lights monthly or as needed.

14. Playing Field Lights:

- a. Inspect Operation – Inspect and check operation of field lights twice per month.
- b. Check Alignment and Re-aim – Check alignment and re-aim field lights once every five years or as needed.
- c. Replace Bulbs/Lamps – Replace field lights once 15% of lamps on an individual pole malfunction or burn out and as needed to maintain proper foot candle output on each field.
- d. Repair Field Lights – Repair lights and lighting system as needed to maintain proper function. This includes any repairs made necessary due to vandalism.

- e. Program – Program field lights weekly or as needed.

15. Signs/Signage and Scoreboards:

- a. Inspect and Repair/Tighten – Inspect, repair and tighten hardware on all signs and scoreboards as needed.
- b. Replace – Replace any signs and scoreboards as needed.
- c. Remove Graffiti – Remove graffiti from signs within 48 hours.

16. Parking Lots:

- a. On City's parking lots, designated for use with the TYSL property, TYSL shall clean up any debris incurred from TYSL's events.

17. Playgrounds:

- a. Minor Inspection – daily.
- b. In-depth Inspection – 1x/month.
- c. Certified Inspection – as required.
- d. Fill Low Spots/Holes Under Play Equipment – 1x/week and as needed. (fiber/wood/rubber mulch and sand only).
- e. Repair Damaged Pour-in-Place Surfacing – as needed.
- f. Repair Play Equipment – as needed.
- g. Replace Wear Points (swing S-hooks, etc.) – as needed.
- h. Remove Graffiti – as needed.
- i. Clean and/or Sanitize Playground Equipment and Surfacing – as needed.

18. Park Amenities:

- a. Drinking Fountains – Clean all drinking fountains once per month. Polish drinking fountains two times per year. Clear drinking fountain drain as needed. Repair as needed. Winterize drinking fountains in November depending upon weather to prevent freezing. Start fountain up in March or once threat of freezing has past.
- b. BBQ's – Empty BBQ's daily or as needed. Clean/pressure wash – monthly or as needed. Repair – as needed.
- c. Benches and Tables – Remove graffiti within 48 hours. Inspect benches and tables monthly. Repair damage as needed. Repaint/seal benches and tables as needed. Replace as needed.
- d. Shade Structures – Clean – 2x/year. Inspect – 1x/year.

21. General:

- a. Litter Pick up – All litter is to be picked up daily and as needed.
- b. Garbage Cans – Garbage Cans shall be emptied daily or as needed. During heavy use periods and tournaments empty two to three times per day minimum or as needed.
- c. Wash Out Dumpster Areas – Dumpster areas shall be washed out and sanitized with pressure washer twice per year and as needed. Dumpsters must be emptied on a routine basis and not allowed to overflow or stagnate.
- d. Graffiti Abatement – Remove/cover within 48 hours of occurrence and as needed.
- e. Vandalism Repair – Vandalism shall be repaired as soon as possible, within 30 days of occurrence, or immediately if it poses a safety issue.
- f. Gopher/Rodent Control – Gopher/Rodent control measures shall be taken twice per month and as needed.

- g. Recycling of Cans, Bottles, Cardboard, etc. – An active recycling program must be in place and operating at all times for all recyclable materials.
- h. Stormwater Runoff Requirements – All State and Federal stormwater runoff regulations must be followed at all times.
- i. Air Impact Assessment (AIA) – All San Joaquin Valley Air Pollution Control District regulations must be followed at all times. An Air Impact Assessment (AIA) Application must be completed, and reporting requirements followed, for ongoing operations.

EXHIBIT D

Process for Use of Facilities by Other Tracy Youth Sports Programs
 (Agreement Section 5.2.1)

1. Receive request from other programs/organizations operating within the City of Tracy on or before January 15th of each year for the upcoming year.
2. Check availability for submitted request.
3. If not scheduled for event or previous commitment, request insurance coverage for outside organization and evaluate request dates/times.
4. Create sanctioning agreement for use between TYSL and other organization.
5. If all approved, collect funds for proposed use and confirm in writing with other organization.
6. Any requests for use submitted after January 15th, will be granted on an "as available" basis.
7. Charge field rental rates within 10% +/- of City non-profit fees for field rentals (subject to change by City Council).
 - a. The field rental rates does not imply that additional services such as those provided by the City will be offered including charges for staffing, lights, field preparation and temporary fencing.
 - b. A Security and Key Deposit may be required by TYSL and will be consistent with the amount collected by the City for similar deposits (subject to change by City Council).

City Fees and Deposits as of 3-1-12

Use Fees: Following are the fees established for use of City sports fields:

USER CLASS	LEAGUE/INDIVIDUAL FEES	TOURNAMENT FEES
Tracy Youth Non-Profit	\$5 per hour/per field \$7 per hour for lights Staff \$25 per hour (for Complex) \$100.00 Security Deposit for practices and games	\$60 per field/per day \$10 per hour/per field for lights Staff \$25 per hour (for Complex) \$400.00 Security Deposit for tournaments

EXHIBIT "E" TO STAFF REPORT

Future Lease Site Identification
(Agreement Section 16)

All the certain real property situate in the County of San Joaquin and State of California being a portion of the Lands of the City of Tracy as described and delineated on that certain Record of Survey of the Exterior Boundary of the Lands of Holly Sugar Corporation filed for record on July 8, 1998 at Book 34 of Surveys at Page 37, San Joaquin County Records described as follows:

Commencing at a found City of Tracy Brass Disk in monument box marking the intersection of the centerline of Tracy Boulevard and the centerline of Larch Road as shown and so delineated on the above-mentioned Record of Survey;

Thence along the centerline of Tracy Boulevard, North $00^{\circ}22'38''$ East for a distance of 1468.58 feet;

Thence leaving said centerline, North $89^{\circ}28'54''$ West for a distance of 1391.04 feet to the **POINT OF BEGINNING**;

Thence from said Point of Beginning along the following ten (10) courses and distances:

1. North $89^{\circ}28'54''$ West for a distance of 263.50 feet;
2. North $00^{\circ}31'06''$ East for a distance of 837.00 feet;
3. South $89^{\circ}19'04''$ East for a distance of 174.78 feet;
4. North $00^{\circ}31'06''$ East for a distance of 35.31 feet;
5. South $89^{\circ}28'54''$ East for a distance of 15.50 feet;
6. North $61^{\circ}54'47''$ East for a distance of 2.28 feet;
7. North $28^{\circ}05'59''$ East for a distance of 2.15 feet;
8. North $00^{\circ}31'06''$ East for a distance of 31.69 feet;
9. South $89^{\circ}28'54''$ East for a distance of 69.51 feet;
10. South $00^{\circ}28'24''$ West for a distance of 906.50 feet to the **POINT OF BEGINNING**.

Containing a total area of 225,711 square feet or 5.182 acres more or less.

The Basis of Bearing for this description is the California Coordinates System of 1983, Zone 3 as determined from the City of Tracy's Geodetic Control Network shown on the Record of Survey filed in Book 36 of Surveys at Page 118, San Joaquin County Records.

The herein described parcel of land is shown on Exhibit B attached hereto and made a part hereof.



EXHIBIT "E"

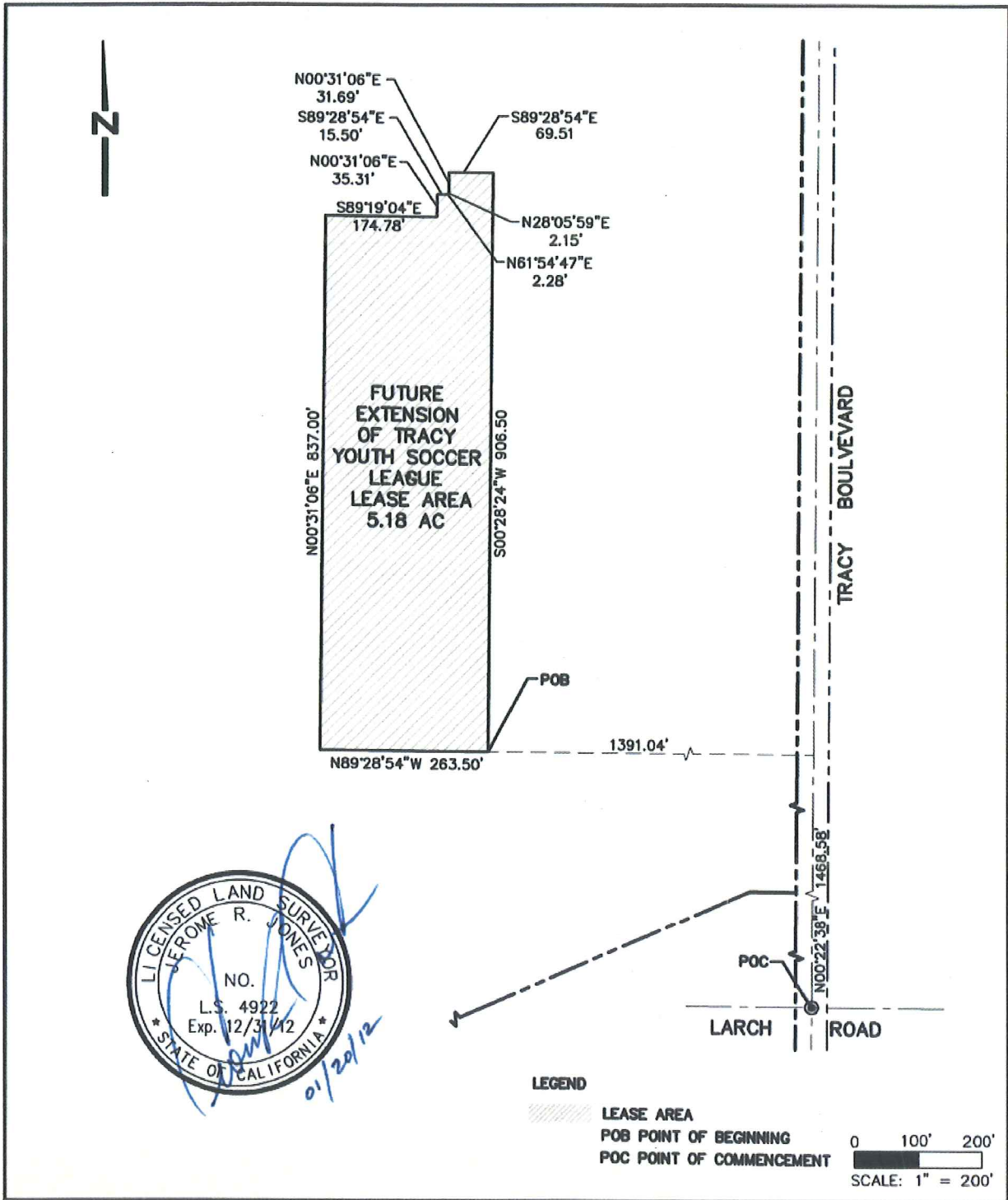
FUTURE EXT SOCCER.txt

Parcel name: 12

North: 2103860.2066	East : 6289999.1178
Line Course: N 89-28-54 W Length: 263.5000	
North: 2103862.5904	East : 6289735.6286
Line Course: N 00-31-06 E Length: 837.0001	
North: 2104699.5562	East : 6289743.2005
Line Course: S 89-19-04 E Length: 174.7760	
North: 2104697.4752	East : 6289917.9641
Line Course: N 00-31-06 E Length: 35.3117	
North: 2104732.7855	East : 6289918.2836
Line Course: S 89-28-54 E Length: 15.5000	
North: 2104732.6452	East : 6289933.7829
Line Course: N 61-54-47 E Length: 2.2822	
North: 2104733.7197	East : 6289935.7964
Line Course: N 28-05-59 E Length: 2.1519	
North: 2104735.6180	East : 6289936.8099
Line Course: N 00-31-06 E Length: 31.6883	
North: 2104767.3050	East : 6289937.0966
Line Course: S 89-28-54 E Length: 69.5133	
North: 2104766.6761	East : 6290006.6070
Line Course: S 00-28-24 W Length: 906.5003	
North: 2103860.2068	East : 6289999.1183

Perimeter: 2338.2238 Area: 225,711 sq.ft 5.182 ac

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0005 Course: N 74-32-05 E
Error North: 0.00015 East : 0.00053
Precision 1: 4,676,447.6000



NOLTE BEYOND ENGINEERING <small>2025 GATEWAY PLACE, SUITE 100 408.982.7200 TEL. 408.982.0191 FAX</small>	EXHIBIT "E" PLAT TO ACCOMPANY LEGAL DESCRIPTION SAN JOAQUIN COUNTY CALIFORNIA	SHEET NUMBER 1
	PREPARED FOR: CITY OF TRACY DATE SUBMITTED: 01/20/2012	OF 1 SHEETS JOB NUMBER SJB03600

RESOLUTION _____

APPROVING PROPERTY DEVELOPMENT AND LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY YOUTH SOCCER LEAGUE, INC. FOR CONSTRUCTION AND MAINTENANCE OF SPORT FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy is interested in developing youth sports playing fields at the proposed Holly Sugar Sports Complex; and

WHEREAS, The Tracy Youth Soccer Club (TYSL) has expressed an interest in constructing youth soccer fields at the Holly Sugar Sports Complex; and

WHEREAS, The City of Tracy and TYSL have agreed to a design for these youth soccer fields and a specific area within the Holly Sugar Sports Complex for construction of these soccer fields; and

WHEREAS, On March 1, 2011 the City Council approved a Memorandum of Understanding with TYSL for the purpose of indicating commitment of all parties to negotiate a Property Development and Lease Agreement for construction of fields and ongoing maintenance and operations of fields; and

WHEREAS, The City of Tracy and TYSL have negotiated a Property Development and Lease Agreement to allow for TYSL to construct and provide ongoing operations and maintenance of youth sports fields.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves a Property Development and Lease Agreement with TYSL relating to the lease of property within the complex and construction of sports fields and related amenities.

* * * * *

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the _____ day of _____, 2012, by the following vote:

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

Mayor

ATTEST:

City Clerk

RESOLUTION _____

APPROVING EXTENSION OF TIMELINE FOR PHASED DEVELOPMENT PLAN IN THE PROPERTY DEVELOPMENTS AND LEASE AGREEMENTS BETWEEN THE CITY OF TRACY and TRACY LITTLE LEAGUE; TRACY BABE RUTH AND TRACY FUTBOL CLUB

WHEREAS, The City of Tracy is interested in developing youth sports playing fields at the proposed Holly Sugar Sports Complex; and

WHEREAS, The Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club (Leagues) have entered into Property Development and Lease Agreements (Agreements) at the Holly Sugar Sports Complex; and

WHEREAS, The Agreements state that the due date for the Phased Development Plan is October 1, 2012; and

WHEREAS, It is in the best interest to extend this due date to January 31, 2013 due to the timing of executing the Agreements and to allow ample time for the leagues to prepare their plans.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves an extension of timeline for the Phased Development Plan in the Property Development and Lease Agreements with Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club from October 1, 2012 to January 31, 2013.

* * * * *

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the _____ day of _____, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

September 4, 2012

AGENDA ITEM 8.A

REQUEST

CONSIDER WHETHER AN ITEM TO DISCUSS FORMING AN ADVISORY GROUP TO THE CITY COUNCIL SHOULD BE PLACED ON A FUTURE AGENDA

EXECUTIVE SUMMARY

Determine whether an item to discuss forming a new advisory group to the City Council should be placed on a future agenda.

DISCUSSION

At the City Council meeting held on August 21, 2012, Council Member Abercrombie requested that Council consider forming a group similar to Tracy Tomorrow and Beyond to advise Council on community activities.

The purpose of this agenda item is to provide an opportunity for Council to discuss whether staff time and city resources should be devoted to research and outreach, and to determine whether a discussion item related to forming a new advisory group to the City Council should be placed on a future agenda. Approval of Council Member Abercrombie's request would enable an agenda item to be brought back to Council for discussion.

STRATEGIC PLAN

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

RECOMMENDATION

It is recommended that the City Council discuss Council Member Abercrombie's suggestion and determine whether an item related to forming an advisory group to the City Council should be included on a future agenda.

Prepared by: Carole Fleischmann, Assistant City Clerk

Reviewed by: Maria Hurtado, Assistant City Manager

Approved by: Leon Churchill, Jr., City Manager