

Tuesday, August 19, 2014, 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, including those distributed within 72 hours of a regular City Council meeting, to a majority of the Council regarding an item on the agenda shall be made available for public inspection at the City Clerk's office (address above) during regular business hours.

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS – EMPLOYEE OF THE MONTH – JULY 2014
EMPLOYEE OF THE MONTH – AUGUST 2014
CITIZEN'S AWARD
FIRE DEPARTMENT PROMOTIONS

1. CONSENT CALENDAR

- A. Approval of Minutes
- B. Authorize the Appointment of Four Youth Commissioners to the Youth Advisory Commission
- C. Approval of Out-of-State Travel Request for Interim City Manager Maria Hurtado to Attend the International City/County Management Association (ICMA) Annual Conference on September 14-17, 2014 in Charlotte, North Carolina
- D. Acceptance of the Valpico Road Sidewalk Improvement Project – CIP 73133, Completed by Dunton Construction of Anderson, California, and Authorization for the City Clerk to File the Notice of Completion
- E. Approval of a Four Year General Services Agreement With Stockton Petroleum Company, Inc. for Gasoline and Diesel Fuel Supply Services and Authorization for the Mayor to Execute the Agreement
- F. Find it is in the Best Interest of the City to Forego the Formal Request for Proposal Process and Authorize an Amendment to Increase the Not to Exceed Contract Amount by \$100,000 for the Professional Services Agreement With XL Landscape Development for Temporary Landscape Maintenance of Street Medians, Streetscapes, Parks, and Channelways Maintenance Until a Long Term Contract is Executed and Authorize the Mayor to Sign the Amendment
- G. Approve the Purchase of Geographic Information System (GIS) Software Licenses Through the Environmental Systems Research Institute, Inc. (ESRI) Small Government Enterprise Licensing Agreement and Authorize the Mayor to Sign the Agreement
- H. Authorization to Amend Section B, Roles and Responsibilities, of the Measure E Residents' Oversight Committee Bylaws to Change the Date of the Annual Written Report Presentation to Council from June to August
- I. Authorize Amendment of the Position Control Roster by Approving the Reclassification and Reallocation of a Recreation Program Coordinator II to the Position of Recreation Services Supervisor

- J. Authorize Amendment of the City's Classification Plan and Position Control Roster by Approving the New Classification of Division Manager I/ Division Manager II; and Reallocation of the Senior Human Resources Analyst in the Administrative Services Department, Human Resources Division; and the Recreation Services Program Manager in the City Manager's Office, Recreation and Cultural Arts Division; to Division Manager II, and Reclassification of Incumbents
 - K. The City Council of the City of Tracy Acting as the Governing Body of the Successor Agency for the Community Development Agency of the City of Tracy Approving the Recognized Obligation Payment Schedule (ROPS)
 - L. That Council, by Resolution, Transfer \$500,000 from the Schulte Road Property Acquisition CIP 79367, to the Residential Specific Plan (RSP) Economic Development Fund and Adopt a Resolution Authorizing the City Manager to Sign Task Orders With Various Consultants for Work Related to Environmental and or Other Entitlement Work Where the Entitlement Process is Either City- Initiated or Related to City-Owned Property in Order to Streamline our Processes and be Prepared to Respond Quickly to Job Generating Economic Development Opportunities
 - M. Approval of Permits for the Consumption of Alcoholic Beverages on City Streets for the Chamber of Commerce "Taste of the Valley Art And Food Festival" on September 6 & 7, 2014
2. ITEMS FROM THE AUDIENCE
 3. THAT COUNCIL CONDUCT A PUBLIC HEARING DECLARING THE EXISTENCE OF WEEDS, RUBBISH, REFUSE AND FLAMMABLE MATERIAL ON EACH OF THE PARCELS LISTED IN EXHIBIT "A" TO THIS AGENDA ITEM A NUISANCE; CONSIDER OBJECTIONS TO ABATEMENT OF SAID NUISANCE, AND ADOPT A RESOLUTION AUTHORIZING FIRE DEPARTMENT STAFF TO ORDER CONTRACTOR TO ABATE SAID NUISANCES
 4. PUBLIC HEARING TO CONSIDER IMPLEMENTATION OF PHASE II WATER RESTRICTIONS
 5. APPROVAL OF AN EMPLOYMENT AGREEMENT WITH TROY BROWN FOR THE POSITION OF CITY MANAGER
 6. RECEIVE A REPORT ON A POTENTIAL CITY/SAN JOAQUIN COUNTY PARTNERSHIP FOR THE DEVELOPMENT OF A SOUTH COUNTY REGIONAL PARK AND PROVIDE STAFF DIRECTION WHETHER OR NOT TO PROCEED WITH NEGOTIATIONS WITH SAN JOAQUIN COUNTY
 7. ACCEPT ANNUAL REPORT OF THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE

8. ACCEPT STATUS REPORT ON THE YOUTH SPORTS LEAGUES LEGACY FIELDS PROJECT, PROVIDE DIRECTION ON POSSIBLE CITY ASSISTANCE TO THE LEAGUES, AND AUTHORIZE TERMINATION OF THE LEASE WITH THE TRACY FUTBOL CLUB
9. APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RJM DESIGN GROUP INC., FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE JOE WILSON POOL RENOVATION PROJECT - CIP 78152, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT
10. APPROVE A FACADE IMPROVEMENT GRANT PROGRAM
11. ITEMS FROM THE AUDIENCE
12. STAFF ITEMS
 - A. Interim City Manager's Report
13. COUNCIL ITEMS
 - A. The League of California Cities Request that the City Council Determine Their Position on One Resolution to be Considered at the 2014 Annual Business Meeting of the League of California Cities Annual Conference
14. ADJOURNMENT

JOINT TRACY CITY COUNCIL/TRACY OPERATING
PARTNERSHIP JOINT POWERS AUTHORITY/TRACY
PUBLIC FINANCING AUTHORITY

REGULAR MEETING MINUTES

May 6, 2014, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

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

The invocation was provided by Pastor Scott McFarland, Journey Christian Church.

Roll call found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.

Maria Hurtado, Interim City Manager, presented the Employee of the Month award for May 2014, to Carlo Fanto, Information Technologies.

Mayor Ives presented a Certificate of Appointment to Jacy Krogh, and a Certificate of Reappointment to Alvin Vaughn, to the Transportation Advisory Commission and a Certificate of Recognition to Bruce George.

Mayor Ives presented a Certificate of Appointment to Larry Fragoso, Measure E Residents' Oversight Committee.

Mayor Ives presented a proclamation to Candice Borgen, Central Valley Velo Bike Club, in recognition of Bike to Work Week.

Mayor Ives presented a proclamation to David Ferguson, Public Works Director, in recognition of National Public Works Week.

Mayor Ives presented a proclamation to Julie Selner, Senior Center volunteer and participant, in recognition of Older Americans Month.

Mayor Ives recognized students from New Jerusalem, Saint Bernards, West Valley Christian Academy, Circle of Friends Christian Home Schoolers, and South/West Park Elementary schools in honor of their D.A.R.E. Graduation.

1. CONSENT CALENDAR – It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - A. Approval of Minutes – Regular meeting minutes of February 4, 2014, were approved.
 - B. Acceptance of Police Firearms Practice Range Landscaping CIP 71072F, Completed by Sierra Landscaping Services of Valley Springs, California, and

Authorization for the City Clerk to File a Notice of Completion – Resolution 2014-061 accepted the project.

- C. Acceptance of the Sewer Replacement Fiscal Year 2014 Eaton Avenue - CIP 74104A, Completed by Sanact Inc. dba Roto-Rooter of Livermore, California, and Authorization for the City Clerk to File a Notice of Completion – Resolution 2014-062 accepted the project.
- D. Approval of a Master Professional Services Agreement (MPSA) with Land Logistics, Inc. of Davis, California and Development Services for Project Management and Planning Assistance for Various Projects - – Resolution 2014-063 approved the agreement.
- E. Adopt a Resolution Accepting Placement of the Train Town USA Plaque in the Tracy Transit Station - – Resolution 2014-064 accepted placement of the plaque.
- F. Authorization to Enter into an Agreement with the West Side Irrigation District for Sale of Wastewater and Authorize the Mayor to Execute the Agreement – Resolution 2014-065 authorized entering into the agreement.

Mayor Ives reminded the audience that this was a joint meeting of the Tracy City Council, Tracy Operating Partnership Joint Powers Authority, and the Tracy Public Financing Authority.

- 2. ITEMS FROM THE AUDIENCE – A group of teens from Community Partnership for Families of San Joaquin invited Council and the community to an event titled “Teen Empowerment Presents #RealRelationships” being held on May 9, 2014, at the Downtown Tracy Playhouse between 4:00 p.m., and 6:00 p.m.

Paul Miles addressed Council regarding a letter he received from Interim City Manager Maria Hurtado dated April 7, 2014, in which she determined that his complaint was frivolous. Mr. Miles asked that Council take corrective action.

Steve Nicolaou, on behalf of a client, conveyed thanks to staff for their hard work. Mr. Nicolaou asked that the community be informed regarding any potential gang presence that may have taken hold in the city.

- 3. ADOPT SEVERAL RESOLUTIONS OF THE CITY OF TRACY, THE TRACY PUBLIC FINANCING AUTHORITY AND THE TRACY OPERATING PARTNERSHIP JOINT POWERS AUTHORITY RELATED TO THE REFINANCING OF OUTSTANDING BONDS – Jenny Haruyama, Administrative Services Director, provided the staff report. Ms. Haruyama stated a combination of a low interest rate environment and the primarily-developed status of the property will enable the City to refinance the outstanding bonds of certain assessment districts and community facilities districts.

CFD 89-1. The City previously formed CFD 89-1 to finance a variety of public facilities.

The following CFD 89-1 bonds are outstanding:

City of Tracy Community Facilities District No. 89-1 (Industrial Specific Plan – Northeast Area), 2003 Series A Senior Lien Refunding Special Tax Bonds originally issued in the amount of \$14,185,000.

City of Tracy Community Facilities District No. 89-1 (Industrial Specific Plan – Northeast Area), 2003 Series B Junior Lien Refunding Special Tax Bonds originally issued in the amount of \$1,325,000.

CFD 99-1. The City previously formed CFD 99-1 to finance a variety of public facilities. The following CFD 99-1 bonds are outstanding:

City of Tracy Community Facilities District No. 99-1 2004 Refunding Special Tax Bonds originally issued in the amount of \$9,635,000.

AD I-205. The City previously formed the I-205 Reassessment District to finance public facilities. The City issued assessment bonds for the Reassessment District, and the assessment bonds were purchased by the TOPJPA with proceeds of revenue bonds issued by the TOPJPA. Subsequently, the TOPJPA issued the following outstanding bonds to refinance the original TOPJPA Bonds:

Tracy Operating Partnership Joint Powers Authority 2003 Series A Senior Lien Refunding Revenue Bonds (Assessment Bond Refunding) originally issued in the amount of \$11,070,000.

Tracy Operating Partnership Joint Powers Authority 2003 Series B Junior Lien Refunding Revenue Bonds (Assessment Bond Refunding) originally issued in the amount of \$535,000.

AD 94-1. The City previously formed the 94-1 Reassessment District to finance public facilities. The City issued assessment bonds for the Reassessment District, and the assessment bonds were purchased by the TOPJPA with proceeds of revenue bonds issued by the TOPJPA. Subsequently, the TOPJPA issued the following outstanding bonds to refinance the original TOPJPA Bonds:

\$4,500,000 Tracy Operating Partnership Joint Powers Authority 2002 Revenue Bonds, Series A (94-1 Assessment Bond Refunding)

Proposed Refinancing. The City and the South County Fire Authority (SCFA) created the Tracy Public Financing Authority (TPFA) pursuant to a Joint Exercise of Powers Agreement, dated as of April 16, 2013. The Authority was created to provide assistance to the City and SCFA from time to time in connection with their financing programs, and for any other purposes authorized under the Marks-Roos Local Bond Pooling Act of 1985. In this proposed transaction, the TPFA will issue one series of revenue bonds to refinance the outstanding CFD 89-1 and 99-1 bonds and AD 94-1 and I-205 bonds. The CFD bonds will be payable only from the special taxes levied in the related CFD. The reassessment bonds will be payable only from reassessments levied in a new reassessment district to refinance the AD 94-1 assessment bonds and the I-205 assessment bonds. The TPFA Revenue Bonds will be payable only from revenues that TPFA receives from ownership of the CFD bonds and the reassessment bonds. The City

expects to pay lower interest and reduce transaction costs by aggregating the indebtedness. Consequently, the City will be able to decrease the special taxes and assessments that property owners currently pay.

The bonds will be sold through a negotiated sale to Stifel, Nicolaus & Company Incorporated, as Underwriter. The firm of Jones Hall will serve as Bond Counsel and Disclosure Counsel. This team has assisted the City in many financings and refinancings in the past. It is anticipated the bonds will be priced during the week beginning on May 19, 2014 with the bond closing on or around June 5, 2014.

With respect to the CFD bonds, a resolution approving the issuance and sale of the refunding bonds, approving a fiscal agent agreement for each series of CFD bonds being refunded, approving an escrow agreement for each series of CFD bonds being refunded, approving the preliminary official statement, approving a form of continuing disclosure certificate, and approving and authorizing related documents and actions.

The preliminary official statement has been reviewed and approved for transmittal to the Council by City staff and its financing team. The preliminary official statement must include all facts that would be material to an investor in the bonds. Material information is information that would have significance in the deliberations of the investor when deciding whether to buy or sell the bonds. Members of the City Council may review the preliminary official statement and/or question staff and consultants to make sure they feel comfortable that it includes all material facts.

With respect to the assessment district bonds, there are three resolutions required in order to comply with the Refunding Act of 1984 for 1915 Improvement Act Bonds:

- (i) A resolution of intention to levy reassessments and to issue refunding bonds.
- (ii) A resolution adopting reassessment report, confirming and ordering the reassessment pursuant to summary proceedings and directing actions.
- (iii) A resolution authorizing the issuance of refunding bonds, approving and directing the execution of a fiscal agent agreement and escrow deposit and trust agreements, authorizing sale of the bonds, approving the preliminary official statement and approving and authorizing related documents and actions.

With respect to the proposed issuance of the TPFA Revenue Bonds, a resolution approving the issuance and sale of the refunding bonds, approving the indenture under which the bonds will be issued, approving the trustee under the indenture, approving the bond purchase agreement with the Underwriter and a purchase agreement for the CFD refunding bonds and assessment district refunding bonds between the TPFA and the City, approving the preliminary official statement, approving bond and disclosure counsel, and approving and authorizing related documents and actions.

A resolution of the Board of Directors of the TOPJPA authorizing the execution of the escrow agreements related to the outstanding TOPJPA bonds.

There is no General Fund impact. The CFD bonds will be payable only from the special taxes levied in the related CFD. The reassessment bonds will be payable only from reassessments levied in the Reassessment District. The TPFA Revenue Bonds will be payable only from revenues that TPFA receives from ownership of the CFD bonds and the reassessment bonds. Bond issuance costs are paid from bond proceeds.

It is estimated that, under current market conditions, taxpayers in the districts can expect to realize the following total savings over the life of the bonds (although the market conditions could change between the date of this report and the date on which the refunding bonds are priced):

CFD 89-1 - Light Industrial Development (North East Industrial Area). Includes 64 parcels. Savings over the life of the bonds (until 2020) is \$2,001,000.

CFD 99-1 - Light Industrial Development (North East Industrial Area). Includes 20 parcels. Savings over the life of the bonds (until 2024) is \$1,048,000.

AD I-205 - Residential Development. Includes 1,022 parcels (Woodfield Estates, Pheasant Run, Surland, Park Atherton, Bridle Creek/Laurel Brook). Savings over the life of the bonds (until 2022) is \$1,175,000.

AD 94-1 - Commercial Development (located in the North West portion of the City). Includes 15 parcels. Savings of the life of the bonds (until 2021) is \$627,000.

Staff recommended that the City Council adopt resolutions which collectively enable the refinancing of outstanding CFD 89-1, 99-1, AD 94-1, I-205 and TOPJPA bonds.

Council Member Rickman asked for confirmation that by refinancing the City was saving property owners over \$3 million. Ms. Haruyama stated yes, over the life of the bond.

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

Paul Miles asked if the underwriter makes a profit on the refinancing of the bonds. Ms. Haruyama indicated proceeds are taken out of the bond sale. Ms. Haruyama added it was a negotiated sale.

Mr. Miles asked if the City went through the request for proposal process. Ms. Haruyama stated not in this case; it was a negotiated sale.

Council Member Rickman thanked Ms. Haruyama for finding ways to save money, and lower taxes and fees for property owners.

Council Member Manne thanked Ms. Haruyama for finding a way to put money back in the public's pocket.

Mayor Ives thanked staff for being proactive.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt Resolution 2014-066, authorizing the issuance and sale of special tax bonds and approving and authorizing related documents and actions. Voice vote found all in favor; passed and so ordered.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt Resolution 2014-067, of Intention to levy reassessments and to issue refunding bonds upon the security thereof. Voice vote found all in favor; passed and so ordered.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt Resolution 2014-068, approving reassessment report, confirming and ordering the

reassessment pursuant to summary proceedings and directing actions with respect thereto. Voice vote found all in favor; passed and so ordered.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt Resolution 2014-069, authorizing the issuance of refunding bonds, approving and directing the execution of a fiscal agent agreement and an escrow deposit and trust agreement, authorizing sale of bonds, and other related documents and actions with respect thereto. Voice vote found all in favor; passed and so ordered.

It was moved by Director Maciel and seconded by Director Manne to adopt Resolution TPFA 2014-001, of the Board of Directors of the Tracy Public Financing Authority authorizing the issuance and sale of its local agency revenue bonds in one or more series, and approving related agreements and actions. Voice vote found all in favor; passed and so ordered.

It was moved by Director Maciel and seconded by Director Manne to adopt Resolution TOPJA 2014-001, of the Board of Directors of the Tracy Operating Partnership Joint Powers Authority authorizing execution and delivery of the one or more escrow agreements in connection with the refinancing of certain outstanding revenue bonds, and approving related agreements and actions. Voice vote found all in favor; passed and so ordered.

4. PUBLIC HEARING TO AUTHORIZE THE ADOPTION OF THE UPDATED ROADWAY DEVELOPMENT IMPACT FEES FOR THE PLAN C DEVELOPMENT AREA – Victoria Dion, City Engineer, provided the staff report. Ms. Dion stated that Plan C is a geographical area oriented to the west, south, and east of the existing downtown area. Plan C is made up of approximately 5,828 single-family units, 236 multi-family units and 11 acres for commercial development.

On July 7, 1998, City Council approved the original Plan C Finance and Implementation Plan (Plan C FIP), through the adoption of Resolution No. 98-215. Since that time, City Council has adopted various updates to the FIP. The most recent update occurred on June 19, 2007, per Resolution Number 2007-133. In 2011, due to the economic downturn, City Council adopted a Citywide 12% reduction in Roadway Fees for all planning areas in the City including Plan C based on the fact that construction costs had decreased by approximately 12%.

Plan C Roadway Fees vary depending on which of the three zones the property falls. The fees for the northwest and southeast zones have increased at a more rapid rate than the southwest zone due to the fact that specific improvements in those zones had not yet been completed and the cost estimates for those remaining projects had increased significantly. Even with the 12% reduction, the fees for these two zones were notably higher. At this time, several developments within Plan C are moving forward and two of those developments contain a land use change. In order to incorporate the land use changes, as well as new information that has been obtained through the Master Plan process, staff recommends an update to the Traffic Fees at this time.

The Citywide Roadway and Transportation Master Plan was adopted on November 26, 2012, per Resolution Number 2012-240. The Plan C Roadway improvements were compared against this document and it was determined that two intersections previously

identified in the Plan C FIP are no longer required per the Citywide Roadway and Transportation Master Plan. These intersections are as follows:

- The intersection at South MacArthur Drive and Linne Road was identified as needing to be signalized in the original Plan C study. However, this intersection falls outside of the City's sphere of influence and is noted to become a County expressway in the future.
- The intersection at East Schulte Road and Lammers Road also called for a new signal, however Schulte Road will ultimately be realigned and new signals are included at both new Schulte and Old Schulte Roads as part of the Roadway Master Plan.

As part of this update to the Roadway Fees, the new land uses were incorporated into the calculation and the fees collected to date were also updated. This resulted in a reduction to the Roadway Fees for the northwest and southeast zones. However, the southwest zone saw a slight increase in fees over the 2011 reduced fee; but these fees are still less than the 2007 fees.

The impact fees have been updated in accordance with the State Law as set forth in Government Code Sections 66000, also known as "AB 1600" or the "Mitigation Fee Act". It requires that the City make specific, substantive findings in establishing, increasing or imposing Development Impact Fees. City staff has found that there is a reasonable relationship between the need for the fee update and the impacts of development in Plan C. The impact fees are collected at building permit issuance. The fees are used to construct roadway improvements to mitigate the impacts of residential and commercial development in the Plan C Development Area.

There is no fiscal impact to the General Fund. The developers pay the Development Impact Fees for the Plan C Development Area.

Staff recommended that Council adopt the updated Roadway Development Impact Fees for the Plan C Development Area.

Mayor Ives opened the public hearing. As there was no one wishing to address Council on the item, the public hearing was closed.

Council Member Rickman thanked staff for keeping fees consistent and fair.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adopt Resolution 2014-070 approving the updated Roadway Development Impact Fees for the Plan C Development Area. Voice vote found all in favor; passed and so ordered.

5. AUTHORIZE THE ESTABLISHMENT OF PREFERENTIAL PARKING ON TWELFTH STREET AND BERVERDOR AVENUE BETWEEN MAE AVENUE AND EAST STREET AS A PILOT PROGRAM – Ripon Bhatia, Senior Civil Engineer, provided the staff report. Mr. Bhatia stated that on January 21, 2014, staff produced an ordinance adding a chapter to the City of Tracy Municipal Code governing preferential parking. Staff intended to use the ordinance, if approved, to address the parking issues on Twelfth Street and Berverdor Avenue west of East Street. Council, after reviewing the parking issues on these streets, did not wish to pursue the introduction of the proposed ordinance and directed staff to implement preferential parking as a pilot program on Twelfth Street and Berverdor Avenue between Mae Avenue and East Street through the school year ending in June 2015. Furthermore, Council directed that associated costs for

the establishment of this pilot program, including installation of signs, issuance of permits and enforcement of preferential parking zones were to be borne by the City.

On March 4, 2014, staff requested authorization to implement Council's directive and recommended establishment of preferential parking between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. During this meeting, staff and students from Tracy Unified School District (TUSD) requested an opportunity to resolve residents' concerns using other alternatives. Council, after hearing concerns from the students and staff of TUSD, granted 60 days to the students and TUSD staff to explore alternatives that might improve the parking and associated conditions in the neighborhood.

TUSD staff explored various options for providing improvements including expanding parking areas and shuttling students from the Transit Station. TUSD staff and students also surveyed students and neighborhood residents to explore other possible solutions to mitigate neighborhood concerns. However, after coordination with city staff, residents, and students, TUSD staff concluded that participating in a "good neighbor program" would not alleviate the neighborhood concerns and that efforts to involve students in the solution would not provide significant long term improvements.

Staff believes that implementation of the pilot program for preferential parking on Twelfth Street and Berverdor Avenue as directed by City Council on January 21, 2014, will mitigate the immediate concerns and will allow staff to evaluate the effectiveness of preferential parking and its impacts on the neighboring areas.

Engineering and Police Department staff, with coordination from residents, will review the effectiveness of the Preferential Parking Program and present the results to the Council after completion of the program. At such time, Council may extend or eliminate the Preferential Parking Program based on City staff review and input from the neighborhood residents.

It is anticipated that the implementation of a pilot of the Preferential Parking Program will have a minimal impact on the Police Department budget; no additional funding is requested at this time. Required signage will be installed by Public Works Department and parking permits will be issued by Police Department staff.

Staff recommended that City Council authorize establishment of Preferential Parking on Twelfth Street and Berverdor Avenue between Mae Avenue and East Street through June, 2015.

Melissa Furtado, addressed Council stated nothing had changed since Council delayed the permit parking approval for 60 days. Ms. Furtado outlined many of the issues facing residents in the area. Ms. Furtado provided a handout which included pictures and a neighborhood survey.

Mayor Pro Tem Maciel pointed out that the parking problem was a school district issue. Mayor Pro Tem Maciel stated the school did react and asked for time to explore options though they were not successful in coming up with a viable option. Mayor Pro Tem Maciel stated he was prepared to move forward by imposing the pilot program.

Council Member Rickman gave kudos to the school district for giving it their best shot and stated he hoped they would find a future favorable option for all parties. Council Member Rickman stated he was also in favor of the pilot program.

Council Member Manne thanked the school district and the students who participated in their classes and clubs to find a solution. Council Member Manne stated he was also prepared to accept staff's recommendation.

Council Member Young stated she appreciated the young people who tried to brain storm and find solutions. Council Member Young stated she did not believe that the most egregious situations would be solved with parking permits. Council Member Young encouraged the school district to continue conversations with the residents.

Mayor Ives stated it would be interesting to see if the permit parking works. Mayor Ives added increased enforcement may help. Mayor Ives encouraged Council to look for the law on unattended consequences. Mayor Ives stated the issue should be kept on the City School Liaison agenda. Mayor Ives added he does not like restricted parking on City streets, adding in this case the City needed to try something.

It was moved by Council Member Manne and seconded by Mayor Pro Tem Maciel to adopt Resolution 2014-071 authorizing establishment of preferential parking on Twelfth Street and Berverdor Avenue between Mae Avenue and East Street as a pilot program. Voice vote found all in favor; passed and so ordered.

Mayor Ives asked how long it would take for the parking permit to be in effect. Mr. Bhatia stated no later than the start of the new school year.

6. DISCUSS AND PROVIDE DIRECTION ON THE PROCEDURES TO FILL CITY COUNCIL VACANCIES AND TO SELECT APPOINTEES – Dan Sodergren, City Attorney, provided the staff report. Mr. Sodergren stated the process for filling City Council vacancies (other than an elective Mayor) is set for in Government Code section 36512(b),¹ which provides that:

If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent.

A similar process is contained in the Government Code for vacancies occurring in the office of Mayor. (§ 34902(a).) The Registrar of Voters for San Joaquin County currently estimates the cost of an election would be as follows: approximately \$117,000 for a special mail ballot election; approximately \$251,000 for a special election with polling locations; and \$25,000 to add an item to a ballot with a consolidated statewide election.

State law also permits cities to adopt a local ordinance that provides alternative methods for filling vacancies on a city council or in the office of an elective mayor. The Government Code provides that a city may enact an ordinance that does any of the following:

1. Requires that a special election be called immediately to fill every City Council vacancy and the office of Mayor, which shall be held on the next regularly established election date not less than 114 days from the call of the special election;
2. Requires that a special election be held to fill a Council vacancy and the office of Mayor when petitions bearing a specified number of verified signatures are filed. Such election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. Under this option, Council has the option of calling for an election without waiting for the filing of a petition.
3. Provides that a person appointed to fill a vacancy on the City Council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. Such an election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the City not less than 114 days from the call of the special election. Unlike options 1 and 2, this option applies to the filling of vacancies on the City Council only and not to the office of Mayor.) (§ 36512(c).)

Under option 3, Council has the flexibility of having the remainder of the term filled at an election when Tracy voters vote. In this way, the Council could avoid the increased costs of a special election at which Tracy voters do not already vote.

Finally, the Government Code also provides that, notwithstanding these requirements and options, an appointment may not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. If this is the case, the vacancy must be filled at the next regularly scheduled election date. (§ 36512(d).)

State law does not prescribe any procedure for selection of appointees. Therefore, the Council may choose any selection method it desires, including the following:

- Independently as a City Council, the Council can discuss and agree on a candidate to appoint and appoint that candidate to fill the unexpired term; and
- The City Council can invite candidates to apply, conduct interviews, and agree to appoint a particular candidate.

The most common method is to have an open application process. The last two City Council vacancies that have occurred in Tracy were in 2006 and in 2012. In 2006, the City Council directed staff to solicit applications from interested candidates. Ten applicants were interviewed. A list of questions and interview process was recommended by staff and agreed upon by the City Council. Attached are copies of the staff report and minutes of the December 5, 2006 and December 19, 2006 City Council meetings at which this item was discussed.

In 2012, the City Council chose to interview only the three candidates who ran for the City Council seat during the November 2012 election. Two candidates chose to be interviewed. Questions were compiled by a City Council Subcommittee. The City Council placed no limit on the amount of time allowed for candidates' answers; the Mayor read all the questions; each candidate was given the opportunity to present a closing statement; the candidate that was not interviewing was placed in a separate room; and, at the end of the interview process, each Council Member was given an opportunity to

comment. Attached are copies of the staff report and minutes of the December 18, 2012, and January 15, 2013, City Council meetings at which this item was discussed.

Some cities have chosen to formalize the process used for selecting appointees by adopting the process by ordinance or resolution. Attached are examples of policies adopted by the cities of Santa Rosa and East Palo Alto. Some cities have established standard application forms. Attached are examples of application forms from the cities of Dublin, Fairfield, Fremont, and West Hollywood. Other cities determine the process on a case-by-case basis.

If Council chooses to formalize the procedure to be used for selecting appointees to the City Council, it is recommended that it be done by adopting a City Council policy by resolution. The City Council could direct staff to draft such a policy for City Council consideration, or the City Council could form a subcommittee of the City Council to do so.

Staff recommended that City Council discuss and provide direction on:

1. The procedures to fill City Council vacancies; and
2. The procedures for selecting appointees.

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

Robert Tanner asked if there could be an appointment without an election. Mayor Ives stated the appointment process does not require an election.

Robert Tanner asked if an eligibility list could be established. Mayor Ives stated that process is similar to what the Council did last time.

Mayor Pro Tem Maciel stated it was very costly to hold a special election, adding that the Council has authority to appoint an individual. Mayor Pro Tem Maciel stated the best option was to allow anyone to apply. Mayor Pro Tem added he was not an advocate of appointing the third highest vote getter.

Council Member Rickman stated whatever process Council agrees on, it should be a rigid process understood by everyone. Council Member Rickman asked if Council appoints and interviews applicants, would it be done in open forum. Mr. Sodergren stated it would be conducted in open session.

Council Member Rickman further stated he would like to see detailed procedures regarding how questions are formulated, how many questions are asked, and how follow up questions can be asked.

Council Member Young stated it was great that Council establishes a procedure going forward. Council Member Young stated she disagreed regarding appointing an individual who was the third largest vote getter. Council Member Young stated she believed an appointment should only be made from the individuals who ran for election. Council Member Young suggested establishing a policy that Council only consider appointing an individual who just ran for office in the election and in other circumstances (not immediately following an election) Council invite any individual to apply.

Council Member Manne stated immediately following an election the appointment should be made from the pool of individuals who ran for office; if it's not during an election, the process should include opening it up to the public for an interview process. Council Member Manne further stated he would like for the community to provide input regarding questions that were asked of the applicants.

Mayor Ives stated it was good that Council was discussing the process. Mayor Ives stated he liked the idea of getting public input on the questions and believes the process should be open and not limited. Mayor Ives further stated he liked the City of Santa Rosa's voting procedure, which has been a point of contention for the City of Tracy. Mayor Ives suggested using the procedures from Santa Rosa as a starting point to formulate Tracy's procedure.

Council Member Rickman stated he wanted a process that was unbiased and as objective as possible.

Mayor Pro Tem Maciel agreed public input should be received regarding establishing questions, suggesting it be done through a subcommittee.

Mr. Sodergren stated he heard consensus that Council did not want to adopt any alternative procedures and rely on the general provisions of either calling a special election or appoint.

Mr. Sodergren further stated he heard consensus regarding a formalized appointment process if Council chooses to go that route. Mr. Sodergren asked for clarification regarding a vacancy during an election or whether the vacancy was due to other reasons.

Mayor Pro Tem Maciel stated the process should be open. Council Member Manne stated there was no harm keeping the process open. Council Member Young stated if the process was open it leaves room for corruption. Council Member Rickman stated he agreed with Council Member Young, adding if the process was open, he did not believe it should be bifurcated.

Mayor Ives stated he believed the process should be open and those candidates who ran for office would do better. Mayor Ives further stated it was the delegated authority of the Council to do so.

Mr. Sodergren stated he would take the Santa Rosa policy and make it into a policy for the City of Tracy and bring back options for Council to consider. Council Member Rickman asked if information regarding follow up questions could be included.

Council directed staff to return with an agenda item with options regarding an appointment process. Options to include a procedure for filling Council vacancies similar to the City of Santa Rosa, an open application process, input from community on questions for applicants, and procedures regarding follow up questions for applicants.

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

9. COUNCIL ITEMS

- A. Appoint an Applicant to the Tracy Arts Commission from the Commission's Eligibility List – Maria Hurtado provided the staff report. Ms. Hurtado stated there is one vacancy on the Tracy Arts Commission due to Commissioner Silveira resigning from the Commission on April 8, 2014. The last time appointments were made to the Tracy Arts Commission was January 7, 2014. At that time the subcommittee consisting of Council Member Rickman and Council Member Young nominated three applicants to fill vacancies on the Tracy Arts Commission and recommended one applicant be placed on an eligibility list. The purpose of an eligibility list is to fill vacancies that might occur in the 12 months following the last appointment to the board and/or commission. Council confirmed the subcommittee's nomination and the creation of an eligibility list. Resolution 2004-152, includes direction on the "Selections Process for Appointee Bodies," and also states that if an appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

At this time, Council can either appoint Ms. Poole to the Tracy Arts Commission to serve the remainder of a term commencing on May 7, 2014, and expiring on December 31, 2015, or direct staff to open a new recruitment. If a new recruitment is opened, Council would need to determine how to proceed with regard to Ms. Poole's status.

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

It was moved by Council Member Rickman and seconded by Council Member Young to approve the subcommittee's recommendation to appoint Danette Pool to the Tracy Arts Commission to serve the remainder of a term, which will commence on May 7, 2014, and expire on December 31, 2015. Voice vote found all in favor; passed and so ordered.

- B. Appoint an Applicant to the Transportation Advisory Commission from the Commission's Eligibility List – Maria Hurtado, Interim City Manager, stated there was one vacancy on the Transportation Advisory Commission due to Commissioner George resigning from the Commission on April 15, 2014. The last time appointments were made to the Transportation Advisory Commission was April 15, 2014. At that time the subcommittee consisting of Council Member Rickman and Council Member Young nominated two applicants to fill vacancies on the Transportation Advisory Commission and recommended three applicants be placed on an eligibility list. The purpose of an eligibility list is to fill vacancies that might occur in the 12 months following the last appointment to the board and/or commission. Council confirmed the subcommittee's nomination and the creation of an eligibility list. Resolution 2004-152, includes direction on the "Selections Process for Appointee Bodies," and also states that if an appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

At this time, Council can either appoint Mr. Alvarez to the Transportation Advisory Commission to serve the remainder of a term commencing on May 7, 2014, and

expiring on April 30, 2015, or direct staff to open a new recruitment. If a new recruitment is opened, Council would need to determine how to proceed with regard to Mr. Alvarez's status.

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

It was moved by Council Member Young and seconded by Council Member Rickman to approve the subcommittee's recommendation to appoint Doug Alvarez to the Transportation Advisory Commission to serve the remainder of a term, which will commence on May 7, 2014, and expire on April 30, 2015. Voice vote found all in favor; passed and so ordered.

- C. Consider Whether an Item to Discuss Placing a Ballot Measure Changing Mayoral Term Limits Should be on a Future Council Agenda – Mayor Ives stated he asked that the item be placed on the agenda for discussion. Mayor Ives further stated he was the first recipient of term limits. Mayor Ives added that two two-year terms is limiting.

Council Member Rickman stated in 2008 there was overwhelming support of term limits and that he has never heard that term limits are limiting. Council Member Rickman stated term limits went through the voting process and did not believe Council should be able to overturn it.

Council Member Manne asked for clarification of the actual request.

Mayor Ives stated he was not suggesting that the voters do not get another chance. Mayor Ives stated he was proposing that Council discuss whether or not it should be placed on a ballot.

Dan Sodergren, City Attorney, clarified that the term limit for Mayor was two terms for two years, while Council Members were two terms for four years. Mr. Sodergren stated he believed the Mayor was suggesting that the Mayor's term be changed from two years to four years; not eliminating the term limit initiative.

Council Member Young stated the Mayor position was crucial and that she was open to discuss it.

Council Member Manne stated he had no interest in opening a discussion of term limits for the Mayor, but was interested in talking about the length of the terms.

Council Member Rickman stated he was in favor of term limits.

A majority of the Council was in favor of placing an item on a future agenda related to placing a ballot measure changing Mayoral term limits.

- D. Accept Travel Report from Mayor Pro Tem Maciel and Council Member Nancy Young's Attendance on San Joaquin One Voice Trip to Washington D.C. - Maria Hurtado, Interim City Manager, provided the staff report. Mayor Pro Tem Maciel and Council Member Young attended the San Joaquin One Voice Trip to Washington, D.C. on April 6-10, 2014, as part of a delegation with the San

Joaquin Council of Governments to advocate for a number of important projects for the region. The week was spent meeting with members of Congress, Congressional staffers, and Congressional staffers, and agency officials who are influential for these requests. The Mayor Pro Tem and Council Member also participated in a number of meetings arranged by our Washington lobbyist Pat Jordan that were specific to Tracy projects. The Mayor Pro Tem M and Council Member also participated in a number of meetings arranged by our Washington lobbyist Pat Jordan that were specific to Tracy projects.

Council Member Young thanked the City for providing her the opportunity to attend the One Voice Trip. Council Member Young stated it was a great learning experience and that it was encouraging to be a part of San Joaquin County.

Mayor Pro Tem Maciel stated it was a great opportunity to meet other elected officials and Council of Government staff, and to understand each other's issues.

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

Council accepted the travel report.

Council Member Rickman congratulated those inducted into the Sports Hall of Fame on April 26, 2014.

Council Member Rickman reminded everyone of the May 17, and 18, 2014, Relay for Life event being held at the West Valley Mall.

Council Member Rickman invited everyone to the ground breaking event for the Tracy Animal Shelter being held May 20, 2014 at 4:00 p.m.

Council Member Manne expressed concern that the Tracy ball leagues may need assistance in developing their fields. It was Council consensus to forego the two-step agenda process and directed staff to return with an agenda item to discuss options on how the City may assist the leagues.

Council Member Young discussed the Crowns and Cases Special Needs Pageant held May 3, 2014, at the Grand Theatre.

10. ADJOURNMENT – It was moved by Council Member Manne and seconded by Mayor Pro Tem Maciel to adjourn. Voice vote found all in favor; passed and so ordered. Time: 9:27 p.m.

The above agenda was posted at the Tracy City Hall on May 1, 2014. The above are summary minutes. A recording is available at the office of the City Clerk.

Mayor

Interim City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 17, 2014, 6:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 6:45 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None
4. CLOSED SESSION -
 - A. Pending Litigation (Gov. Code, section 54956.9(d)(2))
 - *James Winston v. City of Tracy*
(Workers' Compensation Claims CT 3-27-12 and CT 11-16-12)
5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Maciel motioned to recess the meeting to closed session at 6:46 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 6:55 p.m.
7. REPORT OF FINAL ACTION – None
8. ADJOURNMENT – It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adjourn. Voice vote found all in favor; passed and so ordered. Time: 6:56 p.m.

The agenda was posted at City Hall on June 12, 2014. The above are action minutes.

Mayor Ives

ATTEST:

City Clerk

July 1, 2014, 5:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. Call to Order – Mayor Ives called the meeting to order at 5:31 p.m., and led the Pledge of Allegiance.
2. Roll call found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None.
4. AUTHORIZE CLOSURE OF PUBLIC RIGHT OF WAYS FOR SCHEDULED NEIGHBORHOOD WATCH BLOCK PARTIES FOR NATIONAL NIGHT OUT EVENTS REGISTERED AND SPONSORED THROUGH THE TRACY POLICE DEPARTMENT ON THE FIRST TUESDAY OF EACH AUGUST – Jeremy Watney, Interim Police Chief, presented the staff report.

On the first Tuesday of each August, the City encourages Neighborhood Watch groups to participate in National Night Out. This annual celebration is typically held in the evening, and City officials visit the various block parties to help support the community in the fight against crime. Last year there were 21 block parties registered and visited, nearly double the number held in 2012. Although every block party will not request a street closure or park usage, between 10-20 requests per year are anticipated as this event continues to grow.

National Night Out enables citizens across America to send a powerful message about neighborhood unity, awareness, safety and police-community partnerships. “America’s Night out against Crime” remains the national theme, and over 37.8 million people in more than 120 communities will celebrate.

California Vehicle Code section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes, when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

For consistency in safely closing streets, staff recommended that the City’s barricades and traffic control signs and cones be used for this event. Permit applications will include a detailed map of the street closure and the Police Department will provide a diagram depicting the proper placement of barricades and/or cones. The Police Department will require all street closure applications be turned in three weeks prior to the event, to allow ample time to disseminate the information throughout the affected departments in the City.

City of Tracy Municipal Code section 4.16.050(e) requires a facility permit be obtained from the Parks and Recreation Department for any organized activity in which 50 or more persons are expected to attend, or which is publicized prior to the date of the activity, or which requires special City services. Such activity includes, but is not limited

a picnic, rally, group meeting, parade, play, musical event, art show or other show or exhibition. However, because the City is sponsoring this event, permits will not be required for use of the City's parks for National Night Out activities.

For those instances where a street closure is not approved the Neighborhood Watch group could choose to celebrate in a city park close to their residences. Most Neighborhood Watch groups consist of 10 to 30 households, which might put the gathering over the 50 person threshold.

There is no direct impact to the City budget, including the General Fund. However, additional costs could be incurred if street closure equipment is not returned or is damaged.

Council Member Young inquired how many signups have been received. Interim Police Chief Watney responded he didn't have an exact number, but was expecting twice as many as last year.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adopt Resolution 2014-107, Authorizing Closure of Public Right of Ways for Scheduled Neighborhood Watch Block Parties for National Night Out Events Registered and Sponsored through Tracy Police Department on the First Tuesday of Each August. Voice vote found all in favor; passed and so ordered.

5. AUTHORIZE A ROADWAY RECONSTRUCTION AGREEMENT WITH PACIFIC GAS AND ELECTRIC (PG&E) FOR THE ASPHALT CONCRETE PAVEMENT RECONSTRUCTION OF THE NORTHERN HALF OF GRANT LINE ROAD FROM HOLLY DRIVE TO APPROXIMATELY 600 FEET EAST OF MACARTHUR DRIVE, AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT – Victoria Dion, City Engineer, introduced Ashlie Simpson, Government Relations, PG&E, who used a power point for her presentation which included pictures and maps of the affected area.

The project will begin at a point on East Grant Line Road, east of Holly Drive, and will continue east along Grant Line Road, ending east of North MacArthur Drive. Approximately 4,200 feet of transmission pipeline will be replaced. The project is a continuation of pipeline replacement work completed in 2013. The tentative start date is August 2014, and the project is anticipated to take three months to complete.

The project will require PG&E to drill the pipeline under East Grant Line Road. To avoid multiple sub-surface utility crossings and lessen impacts to newly paved road, PG&E will utilize a horizontal direction drill. Four horizontal directional bores will be used to install the pipeline from Holly to a point between the railroad and MacArthur. Traffic control measures will be in place as the large segments of pre-connected pipeline are transported. A smaller section of this project will be replaced in an open trench using direct bury.

Throughout the installation crews will inspect the new pipeline's weld visually and with X-ray technology. The pipe will also be tested to verify its safety and strength before it goes into service. When the pipeline is safely in place it will be connected to the system on either end of the project. During this phase the new line will be purged of air, and natural gas will be introduced into the system.

Prior to and during this extensive project the community can expect PG&E vehicles, contractor trucks and heavy equipment along the pipeline route, traffic restrictions and redirections, loud noises while the pipe is being safely purged of existing gas, and possibly the smell of gas. Gas service will be uninterrupted and the project area on East Grant Line Road will be completely repaved.

As part of PG&E's customer outreach letters will be sent to residents and businesses in the area containing an overview of the project, what the community can expect, and when the work will be completed. Two open houses will be held, one before the project begins and one during the project, where representatives will be available to answer questions. Door hangers will be placed on residences nearest to the construction area to remind them of work just prior to it taking place, and recorded messages will be delivered by telephone. Customer Care representatives will be available to answer questions between 7 a.m. and 6 p.m. Monday through Friday at 1-888-743-7431. Online information is available at www.pge.com/gas.

Council Member Rickman asked what was the life expectancy of the current pipes. Ms. Simpson stated the existing pipeline is 1930s vintage. There is no set life for the pipe, which goes through a rigorous integrity management program while in service. However, to avoid issues with some of the older pipes the pipes are being replaced through the Pipeline Safety Enhancement Program.

In response to a question from Mayor Pro Tem Maciel regarding why the work wasn't done earlier when the road had been torn up, Ms. Simpson replied PGE was not able to get the entire project and replacement of the pipeline lined up with the previous project. Mayor Pro Tem Maciel asked if the State had upgraded the requirements. Ms. Simpson responded the State had elevated the standard which is part of the Pipeline Safety Enhancement Program and that had contributed to the program taking longer to come together.

Mayor Pro Tem Maciel referred to a section on the map colored red and asked if that section would be direct bury or open trenched. Ms. Simpson introduced Brian Garber, Project Manager, who stated that there are a large number of utilities under that section of the road, west of the railroad tracks. To open trench that section of the road would be difficult and would impact a large number of businesses in the area, so it will be direct bury.

Mayor Pro Tem Maciel asked if the road would be left as good as or better than it is now. Mr. Garber replied that it would be since the entire project from Holly Drive to approximately 600 feet east of MacArthur Drive would be repaved.

In response to a question from Council Member Young regarding the starting date for the project, Ms. Simpson confirmed the project would begin in August 2014.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adopt Resolution 2014-108, Authorizing a Roadway Construction Agreement with Pacific Gas and Electric for the Asphalt Concrete Pavement Reconstruction of the Northern Half of Grant Line Road from Holly Drive to Approximately 600 Feet East of MacArthur Drive. Voice vote found all in favor; passed and so ordered.

6. PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2014/15; AND (3) AUTHORIZING THE BUDGET OFFICER TO MAKE NECESSARY ADJUSTMENTS TO THE BUDGET – Anne Bell, Management Analyst II, Administrative Services Department, presented the staff report and used a power point in her presentation.

Since the formation of the Tracy Consolidated Landscape Maintenance District (LMD), Council has annually reviewed and approved assessments based on the Engineer's Annual Levy Reports. Most recently, the City Council preliminarily approved the proposed annual assessments presented to Council on June 17, 2014. Next steps include considering public comments pertaining to the annual Engineer's Report; approving the final Engineer's Report as presented to, or modified by, Council; and ordering the levy and collection of assessments within the LMD for Fiscal Year 2014/15.

Maximum assessment rates were previously approved by the LMD property owners. Although maximum rates were approved, the assessments levied for the 39 assessable zones are based upon whether the needs of each zone warrant the levying of the maximum approved rates or a lesser rate. Only property owners can increase their rates beyond the maximum rate they previously approved except for inflationary increases.

The cost of maintaining the improvements increases slightly each year as a result of inflation. The District assessments include a formula for increasing the maximum assessment rates for each future Fiscal Year to offset increases in inflationary costs. These annual increases (two cents per dollar in Fiscal Year 2013/14) have not been sufficient to keep up with the cost of services. One-third of the zones have not increased their maximum rates in 27 years. On average, for the entire District, it has been 18 years since rates were increased beyond the minor inflationary rate increase.

The aforementioned formula allows the maximum rates to be increased annually by the lesser of three percent or the percentage increase of the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area Region³. The District's assessment formula complies with Government Code Section 54954.6 (a) and was approved by the City Council and the original District Property Owners.

The percentage difference for the CPI applicable for Fiscal Year 2013/2014 was 2.556%. Therefore, the maximum assessment rates allowed for Fiscal Year 2014/15 will be adjusted by 2.556% over the prior year's maximum assessment rates, or by approximately 3 cents per dollar. Although an inflationary rate may be applied, only the assessment needed for maintenance will be levied.

Based upon the estimated costs and expenditures to maintain the long and short-term landscaping and appurtenant improvements within the LMD, as more particularly described in the Engineer's Report, staff recommended the assigned assessment rates found in Section IV, Appendix A (Budget Fiscal Year 2014/15) of the Engineer's Report for Fiscal Year 2014/15. Of the 41 zones, 24 zones would be assessed the maximum assessment rates allowed for Fiscal Year 2014/15, primarily due to the zones having insufficient funding to cover all of their maintenance costs. Eleven zones would be assessed at a level below their maximum rate due to lower

operating costs, and 6 zones will not be assessed due to a Home Owners Association providing maintenance, adequate reserves, no improvements, or the zone providing a general benefit to the City, such as Zone 38, Eleventh Street, which is funded by the General Fund.

Because the proposed assessment rates for Fiscal Year 2014/15 are less than or equal to the maximum rates previously approved by voters, no ballot proceedings are required.

Total revenue from assessments will be \$2,665,860. The remaining District revenues will be \$235,000 from General Fund support for improvements that are largely general in benefit; \$115,000 from the Drainage Fund to cover the costs of channel way landscape improvements; \$200,000 from the Gas Tax support for zones that have arterial, median and right-of-way landscaping; and \$2,235,708 from Zone Capital Reserves to cover the costs of capital improvement projects or funding shortfalls.

The total revenues and expenditures for the LMD for Fiscal Year 2014/15 are estimated to be \$5,451,568.

In response to a question from Council Member Rickman regarding a study of the CPI rate based on the San Francisco-Oakland-San Jose Area Region 3, Interim City Manager Maria Hurtado stated the study had been completed. An agenda item will be brought back to Council regarding the price index vs cost of living which is what was determined. This CPI was voted in by the voters; if in the future Council wants to change this it would have to go to the voters for their approval.

Mayor Ives opened the public hearing and asked for comments. Seeing no one Mayor Ives closed the public hearing.

Mayor Pro Tem Maciel referred to the gateway area along Eleventh Street which is funded by the City and asked how a southern gateway area would be funded should one develop along Corral Hollow. Ms. Bell responded if the area is redesignated a gateway by the Assessment Engineer the cost will be borne by the City.

Mayor Ives stated most of the funding for cyclical maintenance, which includes streetscapes and medians, was being used for parks renovation and not median strips. Ms. Bell said Public Works determines where the funding is used. Mayor Ives suggested it would be helpful to have a schedule for parks maintenance and streetscapes to indicate when maintenance was due. Ms. Bell stated a schedule could be provided. Mayor Ives stated a former maintenance contractor had undertaken a major cleanup of the streetscapes when the company was awarded the contract, and added it would be beneficial if something similar could be done this time.

Mayor Ives asked if the maintenance for Eleventh Street was a different contract or the same contract. Ms. Bell responded it was the same contract.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt Resolution 2014-109, Approving the Engineer's Annual Levy Report. Roll call vote found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives in favor with the following abstentions - Mayor Ives abstained from voting

on Zone 24; Council Member Young abstained from voting on Zone 3; and Council Member Manne abstained from voting on Zone 18. Motion carried.

It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adopt Resolution 2014-110, Ordering the Levy and Collection of Assessments for TCLMD for FY 2014/2015. Roll call vote found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives in favor with the following abstentions - Mayor Ives abstained from voting on Zone 24; Council Member Young abstained from voting on Zone 3; and Council Member Manne abstained from voting on Zone 18. Motion carried.

7. CLOSED SESSION

Personnel Matter (Gov. Code, § 54957)

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

Position Title: City Manager

Mayor Pro Tem Maciel motioned to recess the meeting to closed session at 5:41p.m. Council Member Rickman seconded the motion. Voice vote found all in favor; passed and so ordered.

Mayor Ives reconvened the meeting into open session at 7:47 p.m.

Report of Final Action - None

8. ADJOURNMENT – It was moved by Council Member Rickman and seconded by Mayor Pro Tem Maciel to adjourn. Voice vote found all in favor; passed and so ordered. Time: 7:48 p.m.

The agenda was posted at City Hall on June 26, 2014. The above are summary minutes.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 18, 2014, 8:00 a.m.

City Hall, Room 109
333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 8:04 a.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None
4. CLOSED SESSION -
 - Personnel Matter (Gov. Code, section 54957)

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

Position Title: City Manager
 - Labor Negotiations (Gov. Code, section 54957.6)

Designated representatives(s): Mayor, a City Council Member or a Subcommittee of the City Council
Unrepresented employee: City Manager
5. MOTION TO RECESS TO CLOSED SESSION – Council Member Rickman motioned to recess the meeting to closed session at 8:05 a.m. Council Member Manne seconded the motion. Voice vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting was reconvened to open session at 3:29 p.m.
7. REPORT OF FINAL ACTION – None.
8. ADJOURNMENT - The meeting was recessed to July 19, 2014, at 9:45 a.m. at Jorge's El Tapatio, 572 West Eleventh Street, Tracy. Time 3:30 p.m.

The agenda was posted at City Hall on July 16, 2014. The above are action minutes.

Mayor

ATTEST:

City Clerk (Interim)

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 19, 2014, 9:45 a.m.

Jorge's El Tapatio, 572 West Eleventh Street, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 9:45 a.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None
4. CLOSED SESSION -
 - Personnel Matter (Gov. Code, section 54957)
Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal

Position Title: City Manager
 - Labor Negotiations (Gov. Code, section 54957.6)
Designated representatives(s): Mayor, a City Council Member or a Subcommittee of the City Council
Unrepresented employee: City Manager
5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Maciel motioned to recess the meeting to closed session at 9.46 a.m. Council Member Manne 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 5:30 p.m.
7. REPORT OF FINAL ACTION – None.
8. ADJOURNMENT - The meeting was adjourned at 5:31 p.m.

The agenda was posted at City Hall on July 16, 2014. The above are action minutes.

Mayor

ATTEST:

City Clerk (Interim)

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

August 5, 2014, 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 Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None
4. CLOSED SESSION -
 - Personnel Matter (Gov. Code, section 54957)
Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal

Position Title: City Manager
 - Labor Negotiations (Gov. Code, section 54957.6)
Designated representatives(s): Mayor, a City Council Member or a Subcommittee of the City Council
Unrepresented employee: City Manager
5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Maciel motioned to recess the meeting to closed session at 6:02 p.m. Council Member Manne 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 6:37 p.m.
7. REPORT OF FINAL ACTION – None.
8. ADJOURNMENT – It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adjourn. Voice vote found all in favor; passed and so ordered. Time: 6:37 p.m.

The agenda was posted at City Hall on July 31, 2014. The above are action minutes.

Mayor

ATTEST:

City Clerk (Interim)

August 5, 2014, 6:30 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. Call to Order – Mayor Ives called the meeting to order at 6:37 p.m., and led the Pledge of Allegiance. Pastor Scott McFarland, Journey Christian Church offered the invocation.
2. Roll call found Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.
3. ITEMS FROM THE AUDIENCE – None.
4. CONSENT CALENDAR – It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adopt the consent calendar. Roll call found all in favor; motion carried.
 - A. Minutes Approval – Closed session minutes of March 18, 2014, April 1, 2014, and May 6, 2014, and regular meeting minutes of April 1, 2014, April 15, 2014, and special meeting minutes of April 15, 2014, were approved.
 - B. Approve the Agreement for Use of the Tracy Material Recovery Facility and Transfer Station Between the City of Tracy, County of San Joaquin, and Tracy Material Recovery and Solid Waste Transfer, Inc. – Resolution 2014-111 approved the agreement.
 - C. Acceptance of Offsite Improvements Completed by Prologis Logistics Services Incorporated, of Delaware, for Construction of Roadway Improvements on Skylark Avenue from the Prologis Park Tracy - Phase 2 Site to Grant Line Road – Resolution 2014-112 accepted the offsite improvements.
 - D. Approval of Seven Master Professional Services Agreements (MPSAs) With Kimley-Horn Associates, Inc., TJKM Transportation Consultants, West Yost & Associates, Inc., Black Water Consulting Engineers, Inc., Storm Water Consulting, Inc., DF Engineering, Inc., and David W. Enke, L.S. for Professional Engineering and Land Surveying Services for Various Projects and Authorize the Mayor to Execute the Agreements – Resolution 2014-113 approved the seven agreements.
 - E. Acceptance of the Larch Road Storm Water Pump Station Upgrades, Phase 2 - CIP 76054, Completed by Commercial Pump and Mechanical (CMP) of Chico, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2014-114 accepted the upgrades.
 - F. Authorize the City of Tracy to Remain a Participant in the Urban County Consortium for the Purpose of Administering the Community Development Block Grant (CDBG) Program and Approve Amendment #1 to the Urban County CDBG and Home Investment Partnership Act (Home) Cooperative Agreement – Resolution 2014-115 authorized the City to remain a participant in the program.

- G. Approval of a Master Professional Services Agreement With Renne Sloan Holtzman Sakai LLP for Special Counsel to Conduct Labor Negotiations With Multiple Employee Groups, Authorize the Mayor to Sign the Agreement, and Authorize the City Manager to Execute the Agreements for the Various Task Orders Not to Exceed \$100,000 – Resolution 2014-116 approved the agreement.
 - H. Approve Amendment Number Four to the Professional Services Agreement With Kimley-Horn and Associates for the Tracy Hills Specific Plan Amendment Subsequent Environmental Impact Report – Resolution 2014-117 approved the amendment.
5. ADJOURNMENT – It was moved by Mayor Pro Tem Maciel and seconded by Council Member Rickman to adjourn. Voice vote found all in favor; passed and so ordered. Time: 6:40 p.m.

The agenda was posted at City Hall on July 31, 2014. The above are summary minutes.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

AUTHORIZE THE APPOINTMENT OF FOUR YOUTH COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION

EXECUTIVE SUMMARY

The bylaws of the Youth Advisory Commission set the minimum number of Youth appointed Commissioners at eight, with a maximum limit at fourteen and a maximum of three Adult Commissioners. A selection panel was established and they have made recommendations for four youth to be appointed for a two year term to fill the existing youth vacancies on the Youth Advisory Commission.

DISCUSSION

The bylaws of the Youth Advisory Commission call for a minimum of eight youth and a maximum of fourteen Youth Commissioners and a maximum of three Adult Commissioners that may sit on the Commission. The bylaws are crafted to include two youth representatives from each of the four comprehensive high schools in the area (Kimball, Millennium, Tracy and West) and the four alternative education high schools (Delta Charter, Duncan-Russell Continuation, Excel High and Stein Continuation). The selection process for the Youth Advisory Commission is to have a diverse group of teens that reflect each of the Tracy area high schools who wish to have a voice in their community and be involved in the Commission. Adult Commissioners shall reside within the jurisdiction of any Tracy school district to include one member of the School District and two members of the community who desire to work with youth. Currently the Commission has four youth and two adult vacancies.

The City recruits new Commissioners on an ongoing basis to fill any vacancies created by outgoing Commissioners. The bylaws of the Youth Advisory Commission call for a selection panel to review new applications and make recommendations for appointment to the City Council. This year's panel consisted of Recreation Coordinator Jolene Jauregui, Recreation Leader III Justin Geibig, and Parks Commissioner Janice Johnson.

The interview panel conducted interviews on May 14, 2014. The following four youth: Param Garewal and Hannah Geiss from Kimball High School, and Pallavi Adapa and Nabeel Razi from Tracy High School are being recommended to serve two year terms, from August 19, 2014 to July 31, 2016.

STRATEGIC PLAN

This item does not specifically relate to the Council's Strategic Priorities.

Agenda Item 1.B
August 19, 2014
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FISCAL IMPACT

There is no impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, the appointment of four Youth Commissioners to the Youth Advisory Commission based upon the interview and selection panel recommendations.

Prepared by: Jolene Jauregui, Recreation Coordinator II

Reviewed by: Kim Scarlata, Recreation Services Program Manager
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

RESOLUTION _____

AUTHORIZING THE APPOINTMENT OF FOUR YOUTH COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION

WHEREAS, The bylaws of the Youth Advisory Commission call for a minimum of eight Commissioners, and a maximum of fourteen Youth Commissioners and a maximum of three Adult Commissioners that may sit on the Commission, and

WHEREAS, The eligibility criteria and selection process of YAC Commissioners are established, and

WHEREAS, The City recruits new Commissioners on an ongoing basis to replace the outgoing Commissioners and existing vacancies, and has established a recommendation selection panel to recommend appointees to City Council, and

WHEREAS, The recommendation selection panel recommended the following four youth; Param Garewal, Pallavi Adapa, Hannah Geiss, and Nabeel Razi for two year terms, from August 19, 2014 to July 31, 2016;

NOW, THEREFORE, BE IT RESOLVED, That City Council hereby approves the appointment of the four new Youth Commissioners recommended by the selection panel as identified above, and for the recommended terms, to the Youth Advisory Commission.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the _____ day of _____, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

INTERIM CITY CLERK

AGENDA ITEM 1.C

REQUEST

APPROVAL OF OUT-OF-STATE TRAVEL REQUEST FOR INTERIM CITY MANAGER MARIA HURTADO TO ATTEND THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA) ANNUAL CONFERENCE ON SEPTEMBER 14-17, 2014 IN CHARLOTTE, NORTH CAROLINA

EXECUTIVE SUMMARY

This agenda item involves a travel request from the Interim City Manager.

DISCUSSION

In accordance with Exhibit A to Resolution 2007-075, expenses for out-of-state travel, other than the annual One Voice trip to Washington D.C, require City Council approval for elected and appointed officials. Interim City Manager Maria Hurtado plans to attend this event and will be a speaker in the session with two other panelists: Craig Malin, City Administrator, Davenport, Iowa and Mark Rogers, Chief Executive and Director of Economy and President of SOLACE, Birmingham City Council.

STRATEGIC PLAN

This agenda item is not related to City Council's Strategic Plans.

FISCAL IMPACT

The estimated cost for this travel is \$2,150, which includes air travel, conference registration and hotel; and is within the approved FY 2014-15 budget.

RECOMMENDATION

That City Council, by resolution, approves the out-of-state travel request.

Prepared by: Maria A. Hurtado, Interim City Manager

ATTACHMENT

Exhibit A to Resolution 2007-075

EXHIBIT "A" TO RESOLUTION NO. 2007-075

POLICY FOR REIMBURSEMENT
FOR TRAVEL AND EXPENSES
FOR ELECTED AND APPOINTED OFFICIALS

The City Council of the City of Tracy believes that it is important that elected and appointed officials (including Planning Commissioners, Parks and Recreation Commissioners, and other volunteer members of boards, commissions, and committees) remain informed and trained in issues affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens. The benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participation in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service.

In order to promote these endeavors, to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the City Council hereby sets forth the travel and expense reimbursement policies for the City of Tracy.

All anticipated conferences, conventions and professional meetings shall be budgeted for in the current operating budget. As the trip is being paid for with public funds, it shall be the responsibility of the official undertaking the trip to make every effort to attend the entire conference and/or as many sessions as possible.

All elected officials and appointed officials (including the City Manager and City Attorney) who receive compensation for their service or reimbursement for their expenses shall comply with this Policy. This shall include Planning Commissioners, Parks and Community Services Commissioners, and Cultural Arts Commissioners.

A. AUTHORIZED EXPENSES

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

1. Communicating with representatives of regional, state and national government on City adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the city's interests;

4. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
5. Attending City events;
6. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member;
7. Meetings such as those listed above for which a meeting stipend is expressly authorized under this Policy, and
8. City council members may be reimbursed for Internet and/or Cable TV expenses related to, and used in connection with, their official duties.

All other expenditures require prior approval by the City Council.

Expenses for international and out-of-state travel, other than the annual "One-Voice" trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require prior City Council approval.

For the purposes of this Policy, if the City pays directly for the expenses it is not considered a reimbursement (e.g. conference fees).

B. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses, when accompanying official on agency-related business¹, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
5. Alcohol/personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on City business.
8. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

¹ If trip arrangements are made, as a convenience, for spouse or family members, reimbursement to the City for any advanced expenses must be received by the City prior to the trip.

C. COMPENSATION FOR ATTENDANCE AT MEETINGS

Compensation for meeting attendance, for elected and appointed members of city boards and commissions, shall be as follows:

1. City Council members' salaries shall be set and enacted as mandated by the California Government Code.
2. Compensation for meeting attendance for members of the Planning Commission, Parks and Community Services Commission, and the Community Cultural Arts Commission, shall be established by resolution of the City Council.

D. TRANSPORTATION

When attending conferences or meetings that are of such distance that it is more economical to take commercial transportation, if an official proposes to drive his/her car in those cases, commercial air fare will be paid and not automobile mileage. Government and group rates must be used when available.

1. **Airfare.** Airfares that are reasonable and economical shall be eligible for reimbursement.

2. **Automobile.** Automobile mileage is reimbursed at Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

3. **Car Rental.** Rental rates that are reasonable and economical shall be eligible for reimbursement.

4. **Taxis/Shuttles.** Taxis or shuttles fares may be reimbursed, including a fifteen (15%) percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

E. LODGING

Lodging expenses will be reimbursed, or paid for, when travel on official city business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available. If the group rate is not available, reimbursement at the IRS rate in effect at the time of travel shall apply (IRS Publication 463).

F. MEALS

A local expense reimbursement policy identifying a "per diem" of reasonable rates for meals is not adopted. Receipts for expenses for meals shall be required. Actual expenses shall be reimbursed subject to the maximum per diem for the meal as set by the IRS rate in effect at the time of travel. (See Cal. Gov't Code §53232.2(c) and Publication 1542 at www.irs.gov or www.policyworks.gov/perdiem.) The City will not pay for alcohol/personal bar expenses.

G. MISCELLANEOUS EXPENSES

Officials will be reimbursed for actual telephone, fax, and parking expenses incurred on City business. Telephone bills should identify which calls were made on City business.

H. CASH ADVANCE POLICY

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Manager ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of City;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the City within five (5) working days of the official's return, along with an expense report and receipts documenting how the advance was used. In the event the City Manager is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the City Council.

I. CREDIT CARD USE POLICY

City does not issue credit cards to individual office holders but does have an agency credit card for selected City expenses. City office holders may use the city's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the City credit card and compliance with this Policy must be submitted within five (5) working days of use. Except as allowed under Section B(3), city credit cards may not be used for personal expenses, even if the official subsequently reimburses the City.

J. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINES

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the city. This form shall include the following advisory:

"All expenses reported on this form must comply with the city's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the city's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability."

Expense reports must document that the expense in question met the requirements of this Policy. Officials must submit their expense reports within thirty (30) calendar days of an

expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event the official does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending official shall submit a written explanation of the reasons for non-attendance to the City Manager. The City Manager shall determine if the public funds advanced must be reimbursed to the City. Any decision of the City Manager may be appealed to the City Council.

All expenses are subject to verification that they comply with this Policy.

K. REPORTS TO CITY COUNCIL, BOARD OR COMMISSION

At the next regular City Council (or Board or Commission) meeting, each official shall make a brief report (written or oral) on meetings attended at City expense. If multiple officials attended, a joint report may be made.

L. COMPLIANCE WITH LAWS; VIOLATION

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

Failure of an appointed Board or Commission member, after forty-five (45) days written notice, to complete the training required by AB1234 and this Policy shall result in the automatic removal of the member from their Board or Commission position.

RESOLUTION _____

APPROVING THE OUT-OF-STATE TRAVEL REQUEST FOR INTERIM CITY MANAGER MARIA HURTADO TO ATTEND THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA) ANNUAL CONFERENCE ON SEPTEMBER 14-17, 2014 IN CHARLOTTE, NORTH CAROLINA

WHEREAS, In accordance with Exhibit A to Resolution 2007-075, expenses for out-of-state travel, other than the annual One Voice trip to Washington D.C., requires City Council approval for elected and appointed officials; and

WHEREAS, Interim City Manager Maria Hurtado plans to attend the ICMA Conference and will be a speaker in one of the sessions;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the out-of-state travel request.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.D

REQUEST

ACCEPTANCE OF THE VALPICO ROAD SIDEWALK IMPROVEMENT PROJECT – CIP 73133, COMPLETED BY DUNTON CONSTRUCTION OF ANDERSON, CALIFORNIA, AND AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

EXECUTIVE SUMMARY

Dunton Construction of Anderson, California, has completed construction of the new sidewalk on the south side of Valpico Road to connect existing sidewalks between MacArthur Drive and Tracy Boulevard. The new sidewalk was the missing link for pedestrians on Valpico Road connecting the residential community to the east with the shopping strips at the intersection of Valpico Road and Tracy Boulevard. Project costs are within the available budget. Staff recommends Council accept the project to enable the City Clerk to release the contractor's bonds and retention.

DISCUSSION

On December 17, 2013, City Council awarded a construction contract to Dunton Construction of Anderson, California, for construction of the Valpico Road Sidewalk Improvement Project - CIP 73133, in the amount of \$115,501.50.

The scope of work for this project involved installation of approximately 3,409 square feet of new sidewalk. The work also included removal of plants, trees, barricades, and lawns. The new sidewalk connects to existing sidewalks on both ends of the project and will comply with the Americans with Disabilities Act (ADA). The project specifications were prepared by Stantec Engineering of Modesto, California.

One change order was issued in the amount of \$11,425.43, which included installation of an 18" storm drain pipe, installation of additional signs and paving existing drives to comply with ADA requirements.

The project construction contract unit prices are based on estimated engineering quantities. Actual payment is based on field measured quantities installed by the contractor. According to the City's inspection records, actual field measurement quantities exceeded the contract quantities in the amount of \$10,192.50. These quantities were paid in accordance with the bid unit prices of the contract and are listed as over run quantities.

Estimated budget and project costs are as follows:

A. Construction Contract Amount	\$115,501.50
B. Change Orders	\$ 11,425.43
C. Over Run of Quantities	\$ 10,192.50
D. Design, Construction Management, Inspection, Testing & Miscellaneous Expenses	\$ 13,496.00
E. Project Management Charges	<u>\$ 9,140.00</u>
Total Project Costs	\$ 159,755.43
Budgeted Amount	\$ 170,000.00

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

STRATEGIC PLAN

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

FISCAL IMPACT

CIP 73133 is an approved Capital Improvement Project with sufficient funding. There is no fiscal impact to the General Fund.

RECOMMENDATION

That City Council, by resolution, accept the Valpico Road Sidewalk Improvement Project - CIP 73133, completed by Dunton Construction of Anderson, California, and authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

Prepared by: Paul Verma, Senior Civil Engineer

Reviewed by: Victoria Dion, City Engineer/Assistant Development Services Director
Andrew Malik, Development Services Director
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

RESOLUTION 2014- _____

ACCEPTING THE VALPICO ROAD SIDEWALK IMPROVEMENT PROJECT - CIP 73133,
COMPLETED BY DUNTON CONSTRUCTION OF ANDERSON, CALIFORNIA, AND
AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

WHEREAS On December 17, 2013, City Council awarded a construction contract to Dunton Construction of Anderson, California (contractor) for construction of the Valpico Road Sidewalk Improvement Project - CIP 73133, in the amount of \$115,501.50, and

WHEREAS, The contractor has completed construction of the Valpico Road Sidewalk Project - CIP 73133, in accordance with plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the project to enable the City Clerk to release the contractor's bonds and retention, and

WHEREAS, One Change Order was issued in the net amount of \$11,425.43, and

WHEREAS, Status of budget and project costs are estimated as follows:

A. Construction Contract Amount	\$115,501.50
B. Change orders	\$ 11,425.43
C. Over run of quantities	\$ 10,192.50
D. Design, construction management, inspection, Testing & miscellaneous expenses	\$ 13,496.00
E. Project Management Charges	<u>\$ 9,140.00</u>
Total Project Costs	\$159,755.43
Budgeted Amount	\$170,000.00

WHEREAS, CIP 73133, is an approved Capital Improvement Project with sufficient funding and there will be no fiscal impact to the General Fund;

NOW, THEREFORE BE IT RESOLVED, That City Council accepts the Valpico Road Sidewalk Improvement Project - CIP 73133, completed by Dunton Construction of Anderson, California, and authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

* * * * *

The foregoing Resolution 2014-_____ was adopted by Tracy City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

APPROVAL OF A FOUR YEAR GENERAL SERVICES AGREEMENT WITH STOCKTON PETROLEUM COMPANY, INC. FOR GASOLINE AND DIESEL FUEL SUPPLY SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The Public Works Department purchases fuel for all City vehicles and equipment. This agenda item is to award the gasoline and diesel fuel supply services to Stockton Petroleum Company, Inc.

DISCUSSION

The City of Tracy requires gasoline and diesel fuel for the daily operation of all City vehicles and equipment. The majority of fuel is delivered to the City's fuel dispensing system at Boyd Service Center. Fuel is also provided for backup generators at various City facilities.

On May 27, 2014, staff issued a Request for Bids to provide the City with gasoline and diesel fuel. The City received four bid packages which were opened on July 10, 2014. Staff reviewed all the bids received and are summarized as follows:

<u>SUPPLIER</u>	<u>MARKUP OVER DAILY RACK AVERAGE (CENTS)</u>	
Stockton Petroleum	Unleaded	-\$0.02
	Diesel	-\$0.02
E.R. Vine and Sons	Unleaded	\$0
	Diesel	\$0.025
Boyett Petroleum	Unleaded	\$0.0249
	Diesel	\$0.0076
Van De Pol Petroleum	Unleaded	\$0.055
	Diesel	\$0.055

The lowest responsive bid, which was based on meeting the bid requirements, markup over daily rack average, and City fuel consumption, was submitted by Stockton Petroleum Company, Inc.

Upon approval, the initial term of the Agreement will be from September 1, 2014 through August 31, 2018. In the event that the City determines that the Contractor has satisfactorily performed all requirements in this Agreement, and per recommendation

from the Public Works Director to the City Manager, the City may extend the Agreement for one additional year.

STRATEGIC PLAN

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

FISCAL IMPACT

Sufficient funds have been appropriated in the Fiscal Year 2014/2015 operational budget that Council has adopted on June 17, 2014.

RECOMMENDATION

That the City Council approves a four year General Services Agreement with Stockton Petroleum Company, Inc. for gasoline and diesel supply services and authorize the Mayor to execute the Agreement.

Prepared by: Connie Vieira, Management Analyst I

Reviewed by: Robert Gravelle, Public Works Superintendent
David Ferguson, Public Works Director

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Attachment A – General Services Agreement

**CITY OF TRACY
GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES**

This General Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Stockton Petroleum Company, Inc., a California corporation ("Provider").

RECITALS

- A. On May 27, 2014, the City issued a Request for Bids for Gasoline and Diesel Supply Services (hereinafter "Project").
- B. On July 10, 2014, the Provider submitted its proposal for the Project to CITY.
- C. On August 19, 2014, the City Council authorized the execution of this Agreement, pursuant to Resolution No. _____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Provider shall perform the services described in Exhibit "A" – Specifications, attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Provider's Authorized Representative: Lori Toccoli. Provider shall not replace its Authorized Representative, nor shall Provider replace any of the personnel, nor shall Provider use any subcontractors, without City's prior written consent.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Provider. Provider shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
3. **INDEPENDENT CONTRACTOR STATUS.** Provider is an independent contractor and is solely responsible for all acts of its employees or agents, including any negligent acts or omissions. Provider is not City's employee and Provider shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Provider. Provider is free to work for other entities while under contract with the City. Provider, and its agents or employees, are not entitled to City benefits.

**CITY OF TRACY -- GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES
Page 2 of 6**

4. **CONFLICTS OF INTEREST.** Provider (including its employees or agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Provider maintains or acquires such a conflicting interest, City may terminate any contract (including this Agreement) involving Provider's conflicting interest.

5. **COMPENSATION.**
 - 5.1 **General.** For services performed by Provider under this Agreement, City shall pay Provider on a time and expense basis, at the billing rates set forth at \$0.02 below OPIS Stockton Daily Rack Average price per gallon for both gasoline and diesel fuel. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the billing rate above without City's prior written approval.
 - 5.2 **Invoices.** Provider shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3 **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Provider based upon the services described on the invoice and approved by the City.

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

7. **OWNERSHIP OF WORK.** All original documents prepared by Provider 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 Provider's services, or upon demand from the City. No such documents shall be revealed or made available by Provider to any third party without City's prior written consent.

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

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Provider" means the Provider, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and

**CITY OF TRACY -- GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES
Page 3 of 6**

expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

9. **BUSINESS LICENSE.** Before beginning any work under this Agreement, Provider shall obtain a City of Tracy Business License.

10. **INSURANCE.**
 - 10.1 **General.** Provider shall, throughout the duration of this Agreement, maintain insurance to cover Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
 - 10.2 **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.
 - 10.3 **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.
 - 10.4 **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - 10.5 **General Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Provider in an amount not less than \$1,000,000 per claim.
 - 10.6 **Endorsements.** Provider shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - 10.6.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
 - 10.6.2 For any claims related to this Agreement, Provider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
 - 10.7 **Notice of Cancellation.** Provider shall notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy is considered a cancellation. Provider shall immediately obtain a replacement policy.
 - 10.8 **Authorized Insurers.** All insurance companies providing coverage to Provider 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.

**CITY OF TRACY -- GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES
Page 4 of 6**

- 10.9 Insurance Certificate.** Provider 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 days after the execution of this Agreement.
- 10.10 Substitute Certificates.** No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Provider shall provide a substitute certificate of insurance.
- 10.11 Provider's Obligation.** Maintenance of insurance by the Provider as specified in this Agreement shall in no way be interpreted as relieving the Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Provider may carry, at its own expense, such additional insurance as it deems necessary.

11. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Provider's duties be delegated, without the City's written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12. NOTICES. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:
City of Tracy
Public Works Department
520 Tracy Blvd.
Tracy, CA 95376

To Provider:
Stockton Petroleum Company, Inc.
P.O. Box 326
Stockton, CA 95206

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

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

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

**CITY OF TRACY -- GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES
Page 5 of 6**

14. **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.

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

16. **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.

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

18. **COMPLIANCE WITH THE LAW.** Provider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

19. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Provider's services will be the degree of skill and diligence ordinarily used by reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.

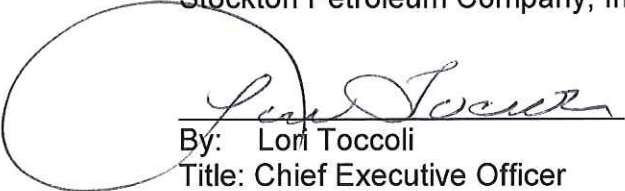
20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Provider and the City. This Agreement shall inure to the benefit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

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

City of Tracy

Stockton Petroleum Company, Inc.

By: Brent H. Ives
Title: Mayor


By: Lori Toccoli
Title: Chief Executive Officer

Date: _____


Date: 8-8-14

Fed. Employer ID No. 68-0099689

**CITY OF TRACY -- GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES
Page 6 of 6**

Attest:

By: Carole Fleischmann
Title: Interim City Clerk
Date: _____



By: Jay McIlrath
Title: President and Secretary
Date: 8-8-14

Approved As To Form:

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

Exhibits:

- A Specifications for Gasoline and Diesel Fuel Supply Services

EXHIBIT A
SPECIFICATIONS
FOR
GASOLINE AND DIESEL FUEL SUPPLY SERVICES
FOR
CITY OF TRACY, A MUNICIPAL CORPORATION,
OF SAN JOAQUIN COUNTY, CALIFORNIA

1. DESCRIPTION OF WORK:

The intent and purpose of these specifications are to provide for delivery of gasoline and diesel fuel to the City of Tracy, a municipal corporation.

2. SCOPE OF WORK:

Provider will have a gasoline and diesel fuel supply Agreement which will assure the continuous supply of product during the Agreement period.

3. DELIVERY REQUIREMENTS:

- A. Products will be delivered as ordered by the Public Works Department.
- B. The City reserves the right to add or delete delivery locations as required by its operations. Provider will not charge a zone price differential for delivery.
- C. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Provider elects to make that delivery in a vehicle of lesser capacity, the Provider will not charge more than truck and trailer prices.
- D. All deliveries will be made in a metered truck or temperature correction adjustments to 60° F must be made.
- E. All deliveries will be Free On Board (FOB) destination to delivery locations as required. No delivery charges will be made.
- F. All deliveries will be made within 24-48 hours after order has been placed. Orders will be placed by phone call or authorized e-mail (if Provider has e-mail capability).

4. DELIVERY LOCATION:

Provider agrees to furnish products at the following locations:

<u>Address</u>	<u>Tank Capacity (gallons)</u>
Boyd Service Center 520 N. Tracy Boulevard Tracy, California	9,000 Diesel 9,000 Unleaded
Wastewater Treatment Plant 3900 Holly Drive Tracy, California	8,000 Diesel

Fuel delivery is not limited to these locations. The City also requires periodic fuel at other locations that are to be determined as necessary.

5. QUALITY:

Only products of new manufacture or distillation will be accepted. No reclaimed products will be accepted. Products will be seasonally blended with appropriate vapor pressures. The Provider guarantees that the fuels they provide will be of the highest quality and will meet the intent of the specifications.

6. PRICE VERIFICATION:

During the Agreement period, the Provider will be required to provide price verification. This may be supplied in the form of rack prices in effect at time of delivery and/or copy of Provider's Rack Supplier invoices that show prices paid for product delivered. The Provider agrees to make available, at reasonable times during the period of the Agreement, any of the above records for inspection or audit by an authorized representative of the City.

7. EXCEPTIONS:

Any exceptions to the specifications must be clearly noted. Details concerning exceptions must be clearly explained.

8. CONTRACT PERIOD:

The initial term of the Agreement will be from September 1, 2014 through August 31, 2018. In the event that the City determines that the Provider has satisfactorily performed all requirements in this Agreement, and per recommendation from the Public Works Director to the City Manager, the City may extend the Agreement for one additional year. The same prices shall remain in effect for the option year as proposed in years one through four of the Agreement.

9. CANCELLATION:

The City reserves the right to cancel, without prior notice, the balance of the Agreement if the Provider fails to deliver the product within the time specified herewith.

RESOLUTION _____

APPROVING A FOUR YEAR GENERAL SERVICES AGREEMENT WITH STOCKTON PETROLEUM COMPANY, INC. FOR GASOLINE AND DIESEL FUEL SUPPLY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy purchases gasoline and diesel fuel for the daily operation of all City vehicles and equipment, and

WHEREAS, On July 10, 2014, staff opened and reviewed all four bids that were received for gasoline and diesel fuel supply services, and

WHEREAS, Staff has negotiated an Agreement with Stockton Petroleum Company, Inc. (Consultant) to perform the services and tasks necessary to carry out terms outlined in the General Services Agreement (GSA).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Council approves a four year General Services Agreement (GSA) with Stockton Petroleum Company, Inc. for gasoline and diesel fuel supply services; and authorizes the Mayor to execute the GSA.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND AUTHORIZE AN AMENDMENT TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT BY \$100,000 FOR THE PROFESSIONAL SERVICES AGREEMENT WITH XL LANDSCAPE DEVELOPMENT FOR TEMPORARY LANDSCAPE MAINTENANCE OF STREET MEDIANS, STREETSCAPES, PARKS, AND CHANNELWAYS MAINTENANCE UNTIL A LONG TERM CONTRACT IS EXECUTED AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT

EXECUTIVE SUMMARY

On June 17, 2014, the City Council authorized the Public Works Director to terminate the professional services agreement with Sycamore Landscaping Corporation effective June 30, 2014. Subsequent to that decision, the City of Tracy entered into a Professional Services Agreement with XL Landscape Development for temporary landscape maintenance services for street medians, streetscapes, parks and channel ways maintenance within the Landscape Maintenance District. To allow time to develop a Request for Proposal (RFP) for permanent services and update LMD service maintenance area needs, an increase of the contract is required. This item authorizes an amendment of the existing agreement to increase the not to exceed amount to \$150,000 instead of the \$50,000 currently set forth in the Agreement.

DISCUSSION

On June 18, 2013, the City entered into an agreement with Sycamore Landscaping Corporation to provide landscaping services in the Landscape Maintenance District (LMD). In June 2014, Council action was taken to terminate the professional services agreement with Sycamore Landscaping Corporation. The termination was effective June 30, 2014.

After conducting an informal request for proposal process, on July 1, 2014, the City entered into a Professional Services Agreement with XL Landscape Development for temporary maintenance of landscape in the LMD. Subsequent to this action, staff began the process of developing a Request for Proposal for long term landscape services. It is anticipated that a RFP will be issued by the end of Summer 2014; a recommendation to award a contract is expected to be presented to Council in late Fall 2014. Therefore, an increase in the amount of the temporary agreement is requested to allow additional time for the RFP process, schedule the contract for Council approval, and prevent interruptions in landscape services.

Tracy Municipal Code section 2.20.140 requires most contracts in excess of \$50,000 to be approved by the City Council. To quickly put a contractor in place to temporarily take over landscape maintenance in the LMD, staff entered into a contract with XL Landscape Development with a not to exceed amount of \$50,000. Staff believes it is in the best interest of the City to keep XL Landscape Development working until the longer

term agreement can be awarded. However, this would result in the Agreement with XL Landscape Development exceeding \$50,000. Amending the current Agreement to increase the not to exceed amount to \$150,000 would prevent any interruptions in landscape services.

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 as funding for landscape services has been included in the FY 2014/15 budget. Approval of the proposed amendment will increase the contract by approximately \$100,000, making the total contract amount \$150,000.

RECOMMENDATION

That City Council, by resolution, find it is in the best interest of the City to forego the formal request for proposal process and authorize an amendment increasing the not to exceed amount by \$100,000 for the Professional Services Agreement with XL Landscape Development until a long term contract is executed and authorize the Mayor to sign the amendment.

Prepared by: David Ferguson, Public Works Director

Reviewed by: Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

Attachment: A – XL Landscape Development PSA
B - Amendment to XL Landscape Development PSA

**City OF TRACY
PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES**

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and XL Landscape Development ("Contractor").

RECITALS

- A. On June 5, 2014, City issued a Request For Proposals for Temporary Landscape Maintenance Services (hereinafter "Project").
- B. On June 16, 2014, Contractor submitted its proposal for the Project to City.
- C. 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.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Francisco Castro. 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, without City's prior written consent.
- 2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
- 3. **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, unless the City provides prior written

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES**

Page 2 of 7

authorization to Contractor. Contractor is free to work for other entities while under contract with the City. Contractor is not entitled to City benefits.

- 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. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.
- 5. COMPENSATION.**

 - 5.1 General.** For services performed by Contractor under this Agreement, City shall pay Contractor, for work performed as directed by City's Public Works Director or designee, on a time and expense basis, at the rate of \$704 per day for each of two four-person crews; provided, however, that the rate shall increase to \$1,204 per day for each four-person crew that is required to perform traffic control duties, as directed by the Public Works Director or designee, on days that traffic control may be necessary. If requested by the Public Works Director or designee for spray/weed control, a rate of \$280 per day which includes spray equipment and chemicals will be applied if a backpack sprayer is used; a rate of \$520 per day which includes spray equipment and chemicals will be applied if a 500 gallon tank sprayer is used. Contractor's fee for this Agreement is Not to Exceed \$50,000. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the Not to Exceed amount without the City's prior written approval. City will absorb the cost for disposal of material.
 - 5.2 Invoices.** Contractor shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.
- 6. TERMINATION.** The City may terminate this Agreement by giving ten days written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
- 7. OWNERSHIP OF WORK.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES
Page 3 of 7**

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

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

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

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

9. **BUSINESS LICENSE.** Before beginning work under this Agreement, Contractor shall obtain a City of Tracy Business License.

10. **INSURANCE.**

- 10.1 **General.** Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 10.2 **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.
- 10.3 **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.
- 10.4 **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 10.5 **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES**

Page 4 of 7

- 10.6 Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 10.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 10.6.2** 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.
- 10.7 Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.
- 10.8 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.
- 10.9 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 days after the execution of this Agreement.
- 10.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Contractor shall provide a substitute certificate of insurance.
- 10.11 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.

11. ASSIGNMENT AND DELEGATION. This Agreement and any portion of it shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the City's written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12. MISCELLANEOUS.

- 12.1 Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES**

Page 5 of 7

To City:

Public Works Director
City of Tracy
520 Tracy Blvd.
Tracy, CA 95376

To Contractor:

Francisco Castro
XL Landscape Development
451 E. Sunset Rd.
Henderson, NV 89011

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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

- 12.2 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 12.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 12.4 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 12.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 12.6 Entire Agreement.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.
- 12.7 Compliance with the Law.** Contractor shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

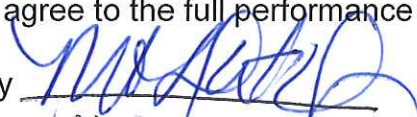
**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES**

Page 6 of 7

12.8 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

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

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

City of Tracy 

MARIA HURTADO

Title: ~~As~~ Interim City Manager

Date: 7/7/14



By: David Ferguson
Title: Director of Public Works

Date: 6/24/14

Attest:



By: Carole Fleischmann
Title: Interim City Clerk

Date: July 7, 2014

Approved As To Form:



By: Bill Sartor
Title: Assistant City Attorney

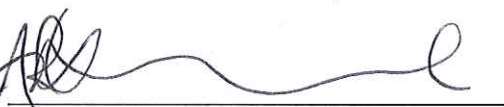
Date: 7/7/14

Contractor
XL Landscape Development



By: Russell Bay
Title: Chief Executive Officer

Date: 6/24/14
Fed. Employer ID No. 46-4117237



By: Anthony Hunter
Title: Chief Financial Officer

Date: 6-25-2014

Exhibit:

A Scope of Services

EXHIBIT "A"

SCOPE OF WORK FOR TEMPORARY LANDSCAPE MAINTENANCE SERVICES

Furnish all labor (two four-person crews), equipment, materials, and supervision to perform landscape maintenance as described herein including, but not limited to, the following:

- Mowing
- Edging and spin trimming
- Blowing
- Shrub, groundcover and vine pruning/trimming
- Weed control - both manual and chemical
- Litter and debris removal

Contractor must provide the following:

- Site foreman/crew leader to oversee daily operations
- Weekly inspection by Landscape Supervisor – including weekly meeting with City designee
- All legally required licenses and reporting (e.g. pesticide licenses and use reports, drivers licenses, etc.)
- All legally required traffic control per MUTCD guidelines while performing maintenance duties
- All City required insurances (see PSA item 10)
- All Workers Compensation requirements
- NOTE: All other requirements will be confirmed prior to the issuance of an agreement

Contractor to start landscape maintenance services as directed by the City on July 1, 2014.

The Public Works Director or his designee will:

- Establish and review work schedules and locations in coordination with the selected contractor's representative
- Inspect and approve work performed prior to payment of invoices

A handwritten signature in black ink, consisting of several overlapping loops and curves, positioned on the left side of the page.A handwritten signature in black ink, appearing to be a name with a large, stylized initial, positioned on the right side of the page.

**CITY OF TRACY
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES**

This Amendment (hereinafter "Amendment") to the Professional Services Agreement is entered into by and between the City of Tracy, a municipal corporation ("City"), and XL Landscape Development ("CONTRACTOR").

RECITALS

- A. The City and CONTRACTOR entered into Professional Services Agreement for Temporary Landscape Maintenance Services (hereinafter "Project") starting July 1, 2014 not to exceed \$50,000.
- B. To minimize interruptions in landscape services, the parties desire to increase the not to exceed amount of the Agreement to \$150,000.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **RECITALS TRUE AND CORRECT.** The above Recitals are true and correct.
- 2. **INCORPORATION BY REFERENCE.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
- 3. **TERMS OF AMENDMENT.** Section 5.1 is hereby amended increase the not to exceed fee amount from \$50,000 to \$150,000.
- 4. **MODIFICATIONS.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 5. **SEVERABILITY.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
- 6. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to

**CITY OF TRACY – AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
TEMPORARY LANDSCAPE MAINTENANCE SERVICES
Page 2 of 2**

execute this Amendment on behalf of the CONTRACTOR and the City. This Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

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

City of Tracy

Contractor
XL Landscape Development

By: Brent H. Ives
Title: Mayor



By: Russell Bay
Title: Chief Executive Officer

Date: _____

Date: 8-7-2014
Fed. Employer ID No. 46-4117237

Attest:

By: Carole Fleischmann
Title: Interim City Clerk



By: Anthony Hunter
Title: Chief Financial Officer

Date: _____

Date: 8-7-2014

Approved As To Form:

By: Bill Sartor
Title: Assistant City Attorney

Date: _____

RESOLUTION _____

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND AUTHORIZE AN AMENDMENT TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR THE PROFESSIONAL SERVICES AGREEMENT WITH XL LANDSCAPE DEVELOPMENT FOR TEMPORARY LANDSCAPE MAINTENANCE SERVICES FOR STREET MEDIANS, STREETSCAPES, PARKS, AND CHANNELWAYS UNTIL A LONGER TERM AGREEMENT IS AWARDED AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT

WHEREAS, On May 28, 2014, the City entered into an agreement with Sycamore Landscaping Corporation to provide landscaping services in the Landscape Maintenance District (LMD), and

WHEREAS, On June 17, 2014, the City Council authorized the Public Works Director to terminate the Professional Services Agreement with Sycamore Landscaping Corporation effective June 30, 2014, and

WHEREAS, On June 5, 2014, staff issued a Request for Proposals for a temporary agreement to provide landscape maintenance services. Staff expects to return to Council in late Fall 2014 with a recommendation to award a long term agreement, and

WHEREAS, On July 1, 2014, the City entered into a Professional Services Agreement with XL Landscape Development for temporary maintenance of landscape in the LMD for a not to exceed amount of \$50,000, and

WHEREAS, Tracy Municipal Code section 2.20.140 requires most contracts in excess of \$50,000 to be approved by the City Council, and

WHEREAS, Increasing the not to exceed amount of the Agreement with XL Landscape Development would prevent any interruptions in landscape services;

NOW, THEREFORE, BE IT RESOLVED, That the City Council finds it is in the best interest of the City to forego the formal request for proposal process for the Agreement with XL Landscape Development, authorizes an amendment to the Agreement increasing the not to exceed amount by \$100,000 and authorizes the Mayor to sign the Amendment.

The foregoing Resolution _____ was adopted by Tracy City Council on the 19th day of August, 2014, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

APPROVE THE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE LICENSES THROUGH THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI) SMALL GOVERNMENT ENTERPRISE LICENSING AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

EXECUTIVE SUMMARY

On July 15, 2008, Council approved the implementation of a citywide GIS and subsequently authorized the purchase of GIS software licenses from ESRI through their Small Government Enterprise License Agreement. This agreement renews the City's existing GIS software licenses for an additional three years.

DISCUSSION

The City has been using ESRI software for Geographic Information Systems (GIS) data since 2008. This software is being used by multiple departments including Police (CAD/RMS and crime analysis), Fire (planning and response analysis), Development Services (zoning, specific plan, traffic, and engineering), Public Works (landscape maintenance), Utilities (storm, wastewater, and CMMS), and the Administrative Services Department (water meter routes for billing) just to name a few. The City also shares GIS data with the development community for projects concerning parcel boundaries, addressing, and street development.

Normally this software renewal would go out to formal bid via the RFP process. However, because the City has invested a great deal of staff time and money in the overall ESRI infrastructure over the past six years, it can be sole-sourced pursuant to Tracy Municipal Code section 2.20.140(b)(2). ESRI also integrates into several other software applications including the CAD/RMS system used by the Police Department and the new citywide ERP system currently being deployed. Finally, ESRI is the leader in GIS software space and is used by countless government agencies.

This license agreement includes all the maintenance, support, and upgrades associated with the software. It is an unlimited license giving the City flexibility to deploy it when and where needed.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding for the software has already been included in the FY2014-15 budget. No additional funds are being requested. The cost of the Enterprise License Agreement is \$54,250 per year with a three year commitment for a total obligation of \$162,750.

RECOMMENDATION

Staff recommends that City Council approve the purchase of GIS software licenses through ESRI and authorize the Mayor to sign the license agreement.

Prepared by: Matt Engen, IT Manager

Reviewed by: Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Attachment A – ESRI Corporate Resolution

Attachment B – ESRI License Renewal Agreement

MINUTES OF ACTION OF THE BOARD OF DIRECTORS
OF
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
TAKEN WITHOUT A MEETING BY UNANIMOUS WRITTEN CONSENT
September 2, 2008

The actions described in these Minutes of Action were taken by the Board of Directors of the above-named Corporation by unanimous written consent pursuant to provisions in the Corporation's Bylaws permitting such action be taken.

The Directors hereby adopt the following recitals, resolutions, and statements:

Delegation of Authority to Agents

WHEREAS, the Board of Directors deems it to be in the best interest of the Corporation to authorize any Director, whether acting alone or jointly with any other Director, to delegate for exercise during a period of absence by both the President and the Secretary, the authority to specific employees to act as agents for and on behalf of the Corporation in connection with certain matters and for a limited period of time, all as specified in the written delegation of such authority.

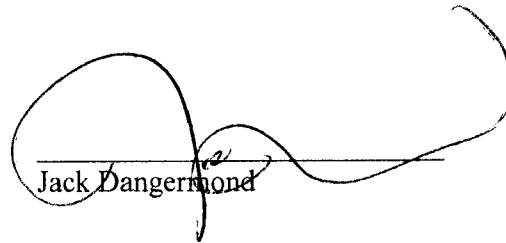
NOW BE IT RESOLVED: That Jack Dangermond and Laura Dangermond, or either of them acting alone, as Directors, shall be and each hereby is, authorized to appoint by written delegations of authority, specifically named individuals thereby authorized as agents for the Corporation to negotiate and to sign business documents including, but not limited to, contracts, wire transfer instructions, bank checks, and drafts or other orders for payment on behalf of the Corporation, provided that each authority so delegated shall be exercisable only for the limited time period specified in the written delegation of such authority signed by the delegating Director(s).

RESOLVED FURTHER: That any appointment and delegation of authority by the Directors of the Corporation, or either of them, to any such agent for the Corporation, shall be evidenced by a writing and shall specify; (1) the name(s) of the individual agent(s) to whom authority is delegated; (2) the name(s) of the Director(s) executing the appointment and delegation of authority; (3) the date of the appointment; (4) the date on which the authority to so act shall expire; and (5) the nature and extent of the authority delegated and any limitations thereon.

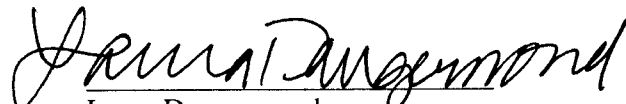
RESOLVED FURTHER: That any individual so appointed as an agent by a written delegation of authority is hereby empowered, subject to terms and limitations stated in the written delegation, with authority to negotiate, sign and deliver documents and other instruments (including amendments and modifications thereto) and to bind the Corporation to performance in accord with the terms and conditions of each such document or other instrument.

RESOLVED FURTHER: That the Officers of the Corporation shall be, and they hereby are, authorized and directed to execute any and all documents and to take any and all actions necessary to implement the intent of these resolutions.

The undersigned, constituting all of the Directors of the Corporation, hereby adopt these Minutes of Action effective on and as of September 2, 2008.



Jack Dangermond



Laura Dangermond

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DELEGATION OF AUTHORITY

I, Laura Dangermond, as Secretary of Environmental Systems Research Institute, Inc. ("Esri"), hereby appoint the following employees to act for and on behalf of Esri, each acting solely, with full authority to sign agreements in accordance with the Signature Delegation Policy for the Contracts and Legal Services Department, on behalf of Esri. The authority delegated is not subject to further delegation without my prior written consent.

This authority hereby delegated to the named persons shall completely expire as of midnight in San Bernardino County, California on December 31, 2014.

In order of priority:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
1. Krista Moreno	Director, Contracts & Legal Services	
2. Chris Johnson	Manager, Commercial & Government Contracts	
3. Alejandra Merino	Manager, International Contracts	
4. William Fleming	Managing Business Attorney	
5. Don Berry	Director, Operations	



Laura Dangermond
Secretary

Effective Date: January 1, 2014

Corporate Seal of
Environmental Systems
Research Institute, Inc.





Quotation # 20449111

Date: May 19, 2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3025
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 155777 Contract #

City of Tracy
Information Services
325 Civic Center Plz
Tracy, CA 95376

ATTENTION: Matt Engen
PHONE: (209) 831-6806
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/19/2014 To: 08/17/2014

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	12,750.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$162,750.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Jesse Gonzalez **Email:** jesse_gonzalez@esri.com **Phone:** (909) 793-2853 x1106

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Quotation # 20449111

Date: May 19, 2014

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3025
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

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City of Tracy
Information Services
325 Civic Center Plz
Tracy, CA 95376

ATTENTION: Matt Engen
PHONE: (209) 831-6806
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/19/2014 To: 08/17/2014*

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: \$ _____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Jesse Gonzalez Email: jesse_gonzalez@esri.com Phone: (909) 793-2853 x1106

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



**SMALL
 ENTERPRISE LICENSE AGREEMENT
 COUNTY AND MUNICIPALITY**

**Authorized Distributor/Esri Use
 Only:**
 Cust. Name City of Tracy
 Cust. # 155777
 PO # _____
 Esri Agreement # 2014ELA3449

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("**Licensee**"); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (USA), the Authorized Distributor listed on the signature page ("**Authorized Distributor**"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the USA.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) the ELA Quotation, (ii) Small Enterprise License Agreement, and (iii) the License Agreement. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

**Table A
 List of Enterprise Products**

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine
 Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription*

Other Benefits

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
Number of Esri International User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, no modifications can be made to this ELA.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

CITY OF TRACY
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC
(Esri)

By:  _____
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: 5/20/14

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

ELA Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1

Support. Licensees located in the USA will receive Tier 2 Support from Esri. Licensees outside the USA will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 No Use upon Expiration or Termination. All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

4.1 Future Updates. Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://resources.arcgis.com/content/product-life-cycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri USA Software Maintenance Program document (found at <http://www.esri.com/legal>) for USA-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri or Its Authorized Distributor

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.
2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri Products and Services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri Products or Services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the USA or (b) Authorized Distributor if Licensee is located outside the USA. The report will be subject to audit.

7.3 Renewal. Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee shall issue an Ordering Document upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall

be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

- b. Upon receipt of the initial Ordering Document from Licensee, Esri shall authorize download of the Enterprise Products to Licensees for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, the FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

8.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Order (or Ordering Document):
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due
 - (4) On the first page of an Ordering Document, a reference to this ELA and the following statement:

"THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL ENTERPRISE LICENSE AGREEMENT, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

9.0—TRAINING

9.1 Training Description. Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a

cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

- a.** To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
- b.** Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
- c.** An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
- d.** Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- e.** The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
- f.** Esri will invoice for outstanding training expenses where applicable.
- g.** Training days are not transferable and not refundable for any other Esri Products or services.

RESOLUTION _____

APPROVING A RESOLUTION OF THE CITY OF TRACY FOR THE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE LICENSES THROUGH THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI) SMALL GOVERNMENT ENTERPRISE LICENSING AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, The City Council approved the implementation of a citywide Geographic Information System and the purchase of ESRI software licenses in 2008, and

WHEREAS, This license agreement renews our existing GIS software licenses for an additional three years, and

WHEREAS, This software is currently being utilized by multiple departments including Police, Fire, Development Services, Public Works, Utilities, and Administration Services, and

WHEREAS, The City has invested heavily over the last 6 years into the overall GIS infrastructure using ESRI software, and

WHEREAS, This is an unlimited license giving the City flexibility to deploy ESRI software when and where needed, and

WHEREAS, The cost of Enterprise License Agreement is \$54,250 per year with a three year commitment for a total obligation of \$162,750;

NOW, THEREFORE, BE IT RESOLVED, The Tracy City Council hereby approves the purchase of Geographic Information System software licenses through the Environmental Systems Research Institute, Inc. Small Government Enterprise Licensing Agreement and authorizes the Mayor to sign the agreement.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the _____ day of _____, 2014 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

AUTHORIZATION TO AMEND SECTION B, *ROLES AND RESPONSIBILITIES*, OF THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE BYLAWS TO CHANGE THE DATE OF THE ANNUAL WRITTEN REPORT PRESENTATION TO COUNCIL FROM JUNE TO AUGUST

EXECUTIVE SUMMARY

The amended Bylaws of the Measure "E" Residents' Oversight Committee note that in June of each year, an annual written report is to be presented to Council by the Committee.

Due to City data that is necessary for report preparation not being available; and because new members, whose tenures begin in March, do not have sufficient time to become familiar with the data prior to the preparation of the report, the Committee has requested that the Bylaws be modified to permit presentation of the report in August in lieu of June.

DISCUSSION

Under Section "B", *Roles and Responsibilities*, of the Measure "E" Residents' Oversight Committee amended Bylaws, "The role of the Oversight Committee is to review the independent financial audit of the City that includes revenue raised by Measure E and other financial reports necessary to advise the City Council of its finding and make recommendations during the term of the Committee. The Committee will present an annual written report documenting its findings to the City Council in June of each year."

The findings will be reflective of the prior fiscal year, i.e., the Committee's report presented to Council in 2014 will be based on its review of the City's 2012-2013 fiscal year.

Two issues make the preparation of the June report challenging for the Committee:

1. Pertinent financial reports, such as findings from the City's sales tax consultant, are not always available in time for the Committee to prepare and present its written report by June of each year; and
2. Because March marks the expiration of membership terms, new members have only a single regularly scheduled meeting (April) during which to become familiar with the data, draft the report (including any presentation documents) and approve the report, prior to the June City Council meeting.

It is therefore recommended that the presentation date of the annual report be changed from June to August, and that the Bylaws be officially changed to reflect the new presentation date.

STRATEGIC PLAN

This item is in accordance with Council Governance Strategy, Goal 2: Ensure continued fiscal sustainability through budgetary and financial stewardship; Objective 3: Enhance Fiscal Transparency.

FISCAL IMPACT

There is no fiscal impact from City Council action on this item.

RECOMMENDATION

That the City Council, by resolution, authorize the amendment of Section B, Roles and Responsibilities, of the Measure E Residents' Oversight Committee Bylaws to change the date of the annual written report presentation to Council from June to August.

Prepared by: Anne Bell, Management Analyst II, Administrative Services Department
Reviewed by: Jenny Haruyama, Interim Assistant City Manager and Administrative Services
Director
Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Attachment - Proposed Amended Bylaws

ATTACHMENT

**BYLAWS OF THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE
CITY OF TRACY, CALIFORNIA
(Proposed Amendment, August 19, 2014)**

WHEREAS, Pursuant to Ordinance 1151, the City Council has established a Measure E Residents' Oversight Committee (the "Oversight Committee") for the purpose of overseeing revenues generated by and expenses related to the one-half cent sales tax measure (Measure E), which was adopted by the voters in November 2010, and

WHEREAS, The Measure E Residents' Oversight Committee By-Laws are consistent with those set forth by the City Council for the operation of the City's Boards, Commissions and Committees, and

NOW, THEREFORE, these By-Laws govern the conduct of the meetings and the transaction of the affairs of the Oversight Committee.

A. PURPOSE

Pursuant to Resolution 2011-019 (adopted on January 18, 2011) the Oversight Committee shall review expenditures and revenues through the annual independent financial audits performed by an independent auditor. The Oversight Committee shall have oversight of revenues generated by and expenses related to Measure E. The Oversight Committee serves in only an advisory role to the City Council. The City Council retains final authority in all decisions.

B. ROLE AND RESPONSIBILITIES

The role of the Oversight Committee is to review the independent financial audit of the City that includes revenue raised by Measure E and other financial reports necessary to advise the City Council of its findings and make recommendations during the term of the Committee. The Committee will present an annual written report documenting its findings to the City Council in August of each year (pursuant to Resolution _____).

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

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

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

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

The Oversight Committee's findings will be presented annually in a written report to the City Council.

The City Council retains final authority in decisions for all aspects of the sales tax revenue.

C. MEMBERSHIP GUIDELINES

1. Membership. The Oversight Committee shall consist of five members who are residents of the City of Tracy and meet the residency requirement as outlined in Resolution 2004-152 – Establishing the Council Selection Process, and Defining Residency Requirements, for Appointee Bodies.
2. Term. The Oversight Committee will commence on March 1, 2011. Of the five members of the Committee first appointed, three shall be appointed for a three year term and two shall be appointed for a two year term. Subsequent appointments to the Oversight Committee shall be until the reporting period for the last one-half cent sales tax collected pursuant to Measure E. No member of the committee shall serve more than two consecutive terms.
3. Attendance. An Oversight Committee member's failure to attend two consecutive meetings in any calendar year shall result in his or her removal from the Committee at the discretion of the City Council. Absences may not be excused; however, an Oversight Committee member may request a leave of absence as outlined in these bylaws. For quorum confirmation, a member who needs to miss a meeting shall inform the staff liaison designated by the City Manager at least 48 hours before the next meeting.
4. Leave of Absence. A member of the Oversight Committee may submit a written request to the City Council, for a leave of absence of up to six-months, which may be approved in its discretion.

D. QUORUM

A quorum of the Oversight Committee shall consist of a minimum of three members. A quorum must be present in order for the Oversight Committee to hold a meeting.

E. OFFICERS AND DUTIES

1. The officers shall be:
 - a. The Chairperson and
 - b. The Vice-Chairperson.
2. The Chairperson shall:

- a. Preside at all regular and special meetings.
 - b. Rule on all points of order and procedure during the meetings.
 - c. Provide recommendations to staff liaison regarding agenda items.
3. The Vice Chairperson shall assume all duties of the Chairperson in his or her absence or disability.
 4. In case of the absence of both the Chairperson and Vice Chairperson from any meeting, an Acting Chairperson shall be elected from among the members present.

F. TERMS AND VACANCIES

The officers will be selected by the membership for a one-year term. The election of officers shall take place each year at an annual meeting to be held within the first quarter of the calendar year. The terms of officers shall commence as of the date of that meeting and shall continue until the annual meeting in the following year.

G. MEETINGS

The Oversight Committee will meet a minimum of four times a year, on a quarterly basis on the 3rd Monday in January, 3rd Monday in April, 3rd Monday in July, and 3rd Monday in October at 5:30 p.m. at City Hall Room 109. Additional meetings may be scheduled by the Committee, at its discretion. Oversight Committee members are expected to attend all regular meetings.

1. All meetings are subject to the Brown Act as set forth in Government Code sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and posted in accordance with the current City Council meeting procedures. All agendas shall be distributed in accordance with City Council meeting procedures and the Brown Act.

H. FORM 700 FILINGS AND AB 1234 TRAINING

1. The City Clerk's Office will monitor compliance with state and City Form 700 (Statement of Economic Interest) filing requirements, and AB 1234 (Ethics Training) requirements.
2. If a member of the Measure E Resident Oversight Committee fails to file a Form 700, or complete AB 1234 training in a timely manner, the City Clerk's Office will send two written notices at least 10 days apart to the member.
3. If the member does not file a Form 700 or a certificate confirming proof of compliance with AB 1234 training with the City Clerk's Office within 30 days of receiving the second written notice, his or her appointment will automatically terminate.

I. FUNDING

Any funding necessary for operation of the Oversight Committee shall be included in the City of Tracy budget, which shall be approved by the City Council.

J. ADMINISTRATIVE PROCEDURES AND POLICIES

The Oversight Committee shall follow all applicable City fiscal administrative policies and procedures.

K. STAFF LIAISON

The Oversight Committee shall have a staff liaison designated by the City Manager. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Committee in support of, or in opposition to, any question before the Committee.
2. Sign all meeting minutes.
3. Prepare and distribute agendas and agenda packets.

The staff liaison assigned to the Oversight Committee will be responsive to the Committee's request for information. The City staff liaison, or designee, will attend all Oversight Committee meetings.

L. ADOPTION

This document, as adopted by City Council Resolution 2011-019, and amended by City Council Resolution 2013-023 shall serve as the Bylaws for the Measure E Residents' Oversight Committee.

RESOLUTION _____

AUTHORIZING THE AMENDMENT OF SECTION B, *ROLES AND RESPONSIBILITIES*, OF THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE BYLAWS TO CHANGE THE DATE OF THE ANNUAL WRITTEN REPORT PRESENTATION TO COUNCIL FROM JUNE TO AUGUST

WHEREAS, Pursuant to Ordinance 1151, the City Council has established a Measure E Residents' Oversight Committee (the "Oversight Committee") for the purpose of overseeing revenues generated by, and expenses related to, the one-half cent sales tax measure (Measure E) which was adopted by the voters in November, 2010, and

WHEREAS, The Measure E Resident Oversight Committee Bylaws are consistent with those set forth by the City Council for the operation of the City's Boards, Commissions and Committees, and

WHEREAS, The Bylaws govern the conduct of the meetings and the transaction of the affairs of the Oversight committee, and

WHEREAS, The Bylaws of the Oversight Committee were adopted by City Council Resolution 2011-019 on January 18, 2011, and amended on Resolution 2013-023, and

WHEREAS, The Oversight Committee desires to amend Section B of said Bylaws to change the date of the annual written report presentation to Council from June to August;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby approves the Amendment of Section B of Oversight Committee's Bylaws to change the date of the annual written report presentation to Council from June to August.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 19th day of August, 2014 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

August 19, 2014

AGENDA ITEM 1.I

REQUEST

AUTHORIZE AMENDMENT OF THE POSITION CONTROL ROSTER BY APPROVING THE RECLASSIFICATION AND REALLOCATION OF A RECREATION PROGRAM COORDINATOR II TO THE POSITION OF RECREATION SERVICES SUPERVISOR

EXECUTIVE SUMMARY

This report recommends the reclassification and reallocation of a Recreation Program Coordinator II to the position of Recreation Services Supervisor.

DISCUSSION

Periodically, the Human Resources Department receives requests for classification studies and conducts classification reviews as necessary, to allow for changes that have occurred in areas such as job responsibilities, organizational structure, and/or service needs.

The Human Resources Department recommends reallocation and reclassification of one Recreation Program Coordinator II position to a Recreation Services Supervisor position, based on the results of a classification study conducted on the affected position within the Recreation Division of the City Manager's Office.

In FY 2012/13, the City implemented modifications to the organization. These modifications included rightsizing to reduce expenses in response to the ongoing budget deficit. One structural modification implemented divided the programs previously housed in the Parks and Community Services Department, eliminated the Director position, reassigned the Recreation Division to the City Manager's Office, and redeployed the responsibilities of vacated positions to other applicable staff to provide the organization time to assess service delivery needs.

Since that time, responsibilities previously held by the Parks and Community Services Director were redeployed to the Recreation Services Program Manager and consequently, several lower level responsibilities of the Recreation Services Manager were assumed by the existing Recreation Program Coordinator II. Additionally, one Recreation Program Coordinator I position was reallocated to another division and thus leaving the remaining Recreation Program Coordinator II to oversee day to day operations of eight Recreation programs.

Reclassification of Incumbents

The incumbent has been performing the higher level duties for over 2 years to varying degrees and meets the requirements for reclassification to the existing Recreation Services Supervisor classification in accordance with the City of Tracy Personnel Rules Sections 3.4 (Classification Review) and 8.10 (Reclassification of an Employee's Position). Therefore, it is appropriate for this incumbent be reclassified.

Classification Study Recommendations

Based on the results of the classification study, the Human Resources Division recommends that the City's Position Control Roster be amended to incorporate the following adjustments:

Reclassify and Reallocate a Recreation Program Coordinator II position to the position of Recreation Services Supervisor.

It is further recommend that this action be made retroactive to July 1, 2014 as this change was anticipated and the incumbent has been performing the duties of the higher level classification since that time.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The increase for the proposed reclassification and reallocation is approximately \$5,600.00. This action will not impact the General Fund as there is adequate funding for this expense in the FY 2014/15 operating budget.

RECOMMENDATION

That the City Council, by resolution, authorize the Administrative Services Director to amend the City's Classification and Compensation Plan; and the Budget Officer to amend the Position Control Roster by approving the reclassification and reallocation of a Recreation Program Coordinator II to the position of Recreation Services Supervisor.

Prepared by: Midori Lichtwardt, Senior Human Resources Analyst

Reviewed by: Jenny Haruyama, Interim Assistant City Manager/Administrative Services Director

Approved by: Maria A. Hurtado, Interim City Manager

RESOLUTION _____

AUTHORIZING AN AMENDMENT OF THE CITY'S POSITION CONTROL ROSTER BY APPROVING THE RECLASSIFICATION AND REALLOCATION OF A RECREATION PROGRAM COORDINATOR II POSITION TO THE POSITION OF RECREATION SERVICES SUPERVISOR

WHEREAS, The City has 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 City Manager's Office to reclassify and reallocate an existing Recreation Program Coordinator II position to a Recreation Services Supervisor.

NOW, THEREFORE, BE IT RESOLVED, As follows:

1. The City Council authorizes the Interim Assistant City Manager and the Budget Officer to amend the Position Control Roster as follows:
 - a. Reallocate a Recreation Program Coordinator II to the position of Recreation Services Supervisor
 - b. Recreation Program Coordinator II currently performing the duties will be reclassified as a Recreation Services Supervisor.
 - c. This action will be retroactive to July 1, 2014.
2. The Budget Officer is authorized to amend the Position Control Roster to reflect the amendments set forth above.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 19th day of August, 2014 by the following votes:

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

Mayor

ATTEST:

City Clerk

August 19, 2014

AGENDA ITEM 1.J

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION PLAN AND POSITION CONTROL ROSTER BY APPROVING THE NEW CLASSIFICATION OF DIVISION MANAGER I/ DIVISION MANAGER II; AND REALLOCATION OF THE SENIOR HUMAN RESOURCES ANALYST IN THE ADMINISTRATIVE SERVICES DEPARTMENT, HUMAN RESOURCES DIVISION; AND THE RECREATION SERVICES PROGRAM MANAGER IN THE CITY MANAGER'S OFFICE, RECREATION AND CULTURAL ARTS DIVISION; TO DIVISION MANAGER II, AND RECLASSIFICATION OF INCUMBENTS

EXECUTIVE SUMMARY

This report recommends establishing a new broad classification with two levels, Division Manager I and Division Manager II; reallocating the positions of Senior Human Resources Analyst and Recreation Services Program Manager to Division Manager II, and reclassifying the incumbents, in order to meet service needs following major organizational changes based on de-layering and right-sizing over the last several years.

DISCUSSION

Periodically, the Human Resources Department receives requests for classification studies and conducts classification reviews as necessary, to allow for changes that have occurred in areas such as job responsibilities, organizational structure, and/or service needs.

As part of the City's Right-Sizing efforts over the last several years, the positions of Human Resources Director and Parks and Community Services Director were eliminated and duties and responsibilities previously performed by those positions were pushed down to the Senior Human Resources Analyst in the Human Resources Division of the Administrative Services Department and the Recreation Services Program Manager in the Recreation and Cultural Arts Division of the City Manager's Office.

The classification study found that the job classifications of the Senior Human Resources Analyst and the Recreation Services Program Manager are no longer appropriate based on the organizational changes that redefined both the focus, as well as the original purpose of the two positions, in terms of duties and level of responsibility based on characteristics such as scope, difficulty, and impact of decision-making as described under classification findings in this report.

Therefore, the Administrative Services Department recommends approval of a new broad classification of Division Manager I-Division Manager II that is appropriate for the new duties and responsibilities of both of these positions. Additionally, this broader classification with two levels can be used for other positions throughout the City, and will provide flexibility for reassigning staff as changing organizational needs may necessitate.

Approach to Classification Study

A classification review was conducted that included job questionnaires, interviews with the incumbents, an interview with the Acting Assistant City Manager in her capacity as the direct supervisor of the two positions, and a review of related documents including original class specifications.

In making determinations regarding whether or not an existing classification is appropriate for a particular set of duties, allocation factors must be considered. These include factors such as nature and type of knowledge required; scope of responsibility in terms of nature and variety of assignments; judgment and initiative involved in achieving work objectives; types of problems solved; independence and impact of decision making on the City including consequence of error; and supervision exercised including level of work performed by employees managed, and nature and purpose of interpersonal contacts including the political and organizational impact.

When the duties performed by the department directors in Human Resources and Parks and Community Services were absorbed by the existing Senior Human Resources Analyst and the Recreation Services Program Manager in their respective departments, the purpose, focus and responsibilities of those two positions changed significantly with greatly increased levels and types of community and political interaction, leadership, interpersonal skills, decision making and management control required of the two positions; part of which previously had been the responsibility of the department directors.

Classification Study Findings

Based on review and analysis of the existing Senior Human Resources Analyst and Recreation Services Program Manager classification descriptions in comparison with the new structure and duties assigned to the two positions, it is clear that the existing classifications are no longer appropriate or adequate for the different duties, focus, and level of knowledge, skill and ability necessary to perform the duties now required.

New Classification Recommended

Rather than create two new classifications to meet the need for Division Managers in both Human Resources Division and the Recreation and Cultural Arts Division, one new broad classification of Division Manager with two levels is recommended. This mid-manager classification can be used in any City department.

While some duties of individual positions will vary depending upon location and specific technical expertise that may be required, all are responsible for planning, directing, managing and evaluating the goals, operations, budget and staff of the assigned division; prioritizing and assigning work; supervising staff, either directly or through subordinate supervisors; conducting performance evaluations, providing training and staff development; implementing disciplinary procedures; participating in staff recruitment and selection; and working with other divisions, departments, commissions, City Council, and outside agencies, consultants and the public.

The Division Manager is one classification with two levels, Division Manager I and Division Manager II, with provisions for allocating positions at either level based on specified position allocation factors such as scope and complexity of operations, level of work performed by employees supervised, size and complexity of budget, types of contacts and reasons for contacts, and types of decisions made, consequence of error and impact of decisions on the City.

Positions are allocated at the Division Manager I or Division Level II based on the allocation factors related to the requirements of the position, not the qualifications of the incumbent.

This new classification may be used for other City positions in the future. A broad classification provides the City with flexibility in moving incumbents and re-assigning and restructuring duties across City departments as changing needs at various times may necessitate, while also providing for specifically recruiting and hiring professionals in specific areas as needed.

For recruitment purposes, or internally for use as “working titles”; the two positions may be referred to as Recreation Division Manager and Human Resources Division Manager.

Salary Recommendation

The salary range recommendation for the new broad classification is as follows:

Division Manager I: \$6,889.80 - \$8,374.60 per month

Division Manager II: \$8,030.80 - \$9,761.50 per month

These salary ranges are recommended based on allocation factors previously discussed including but not limited to such factors as scope and complexity of operations (managing one major program versus managing multiple programs/entire division), level of supervision (supervision from higher level within division versus direction from department head or higher level management), types of contacts and reasons for contacts, and level of work performed by employees supervised.

Reclassification of Incumbents

Both incumbents have been performing the new duties for several years and meet the requirements for reclassification to the new classification in accordance with the City of Tracy Personnel Rules Sections 3.4 (Classification Review) and 8.10 (Reclassification of an Employee's Position). Therefore, it is appropriate for these incumbents to be reclassified.

Classification Study Recommendations

Based on the results of the classification study, the Administrative Services Department recommends that the City's Classification Plan and the Position Control Roster be amended to incorporate the following adjustments:

Establish a New Class Specification: Division Manager I-Division Manager II and reallocate positions in the classifications of Senior Human Resources Analyst, Administrative Services Department, Human Resources Division and Recreation Services Program Manager, City Manager's Office, Recreation Division to Division Manager II, and reclassify the incumbents.

It is further recommend that this action be made retroactive to July 1, 2014 as this change was anticipated and the incumbents have been performing the duties of the higher level classification since that time.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The increase for the proposed reclassifications and reallocations is approximately \$1,500 and \$3,200 respectively. These actions will not impact the General Fund as there is adequate funding for the expenses in the FY 2014/15 operating budget.

RECOMMENDATION

That the City Council, by resolution authorize the Administrative Services Director to amend the City's Classification Plan and Position Control Roster by approving the establishment of the class specification and salary range for Division Manager I - Division Manager II and reallocation of the positions of Senior Human Resources Analyst in the Administrative Services Department, Human Resources Division and the Recreation Services Program Manager in the City Manager's Office, Recreation Division, to Division Manager II, and reclassification of the incumbents.

Prepared by: Jenny Haruyama, Interim Assistant City Manager/Administrative Services Director

Reviewed by: Jenny Haruyama, Interim Assistant City Manager/Administrative Services Director

Approved by: Maria Hurtado, Interim City Manager

Attachment: Exhibit A: New job classification Division Manager I/Division Manager II

City of Tracy**DIVISION MANAGER I
DIVISION MANAGER II**

Class Title:	Division Manager	Class Code:	XXXXX
Department:	City-Wide	Unit:	Mid-Managers / Confidential Management
EEO Code:	76	Effective Date:	August 2014
FLSA Status:	Exempt		

DESCRIPTION

Under general direction, plans, organizes and directs the operations of a division in a City department; performs a wide range of management duties in support of division, department and city goals, programs, services, budgets and policies; supervises staff directly or through subordinate supervisors; performs other job related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Division Manager is a mid-manager classification that can be assigned to any City department. While some duties of individual positions will vary depending upon location and specific technical expertise that may be required, all are responsible for planning, directing, managing and evaluating the goals, operations, budget and staff of the assigned division; prioritizing and assigning work; supervising staff, either directly or through subordinate supervisors; conducting performance evaluations, providing training and staff development; implementing disciplinary procedures; participating in staff recruitment and selection; working with other divisions, departments, commissions, City Council, and outside agencies, consultants and the public.

The Division Manager receives supervision from the Department Director or other higher level Management and supervises either directly or through subordinates, division employees which may include management, professional, technical, and support staff.

TWO LEVELS: DIVISION MANAGER I AND DIVISION MANAGER II

This broad classification has two levels, Division Manager I and Division Manager II. Positions are allocated to either Level I or Level II based on factors such as scope, nature and complexity of programs or activities of a division; not the qualifications of the incumbent.

Position allocation factors include, but are not limited to,

- Division Manager (100%) vs. working-division manager (50% of time performing the same work as staff)
- Variety/diversity, scope and complexity of division operations (i.e. number and variety of programs, number and variety of sections in division, multiple locations of staff, etc.)
- Level of work performed by employees managed (i.e. professional, management supervisory, technical, clerical, contractors)
- Supervision exercised: supervise through subordinate supervisors; supervise other managers, professionals, supervisors, or supervise staff directly
- Size and complexity of division budget
- Types of contacts, level of contacts, and reasons for contacts with others outside of the division
- Decisions made and consequence of error; impact of decisions and actions on the department and the city

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Plan, organize, direct and manage the operations and activities of the assigned Division; provide assistance to Department Director and other higher level management

Develop and implement goals, objectives, policies and priorities of programs and activities for assigned Division; assist Department Director in developing and implementing goals, objectives and priorities for Department; support strategic priorities, goals and performance measures of the City

Communicate and collaborate with other divisions, departments, committees, consultants, vendors, regulatory officials, general public, elected officials, executive management and outside agencies;

Determine appropriate courses of action; identify problem areas and issues, and work to resolve; evaluate division programs and activities; make recommendations for improvements; develop, implement and monitor changes

Recommend staffing needs and participate in recruitment and selection of staff; provide training, monitor employee performance objectives; coach and evaluate staff; work with employees to correct deficiencies; recommend and implement disciplinary procedures; resolve grievances

Prepare, forecast, administer Division budget; prepare cost estimates; submit justifications for budget items; monitor and control expenditures; assist in preparation of departmental budget

Monitor legislation and other developments related to Division/Department/City programs and operations, evaluate impact, and make recommendations

Oversee development of RFP's and bid packages; oversee consultants, grants, and projects

Manage special projects, may lead cross departmental project teams and committees

Prepare or oversee the preparation of departmental and/or City-wide communications, City Council Reports, informational pieces; make presentations; represent the department or City at Boards, Committees, Commissions, and community groups

Perform other duties as assigned

MINIMUM QUALIFICATIONS

Knowledge of:

Laws, regulations and guidelines governing programs, projects and activities of the assigned division

Principles and practices of municipal budgeting

Principles, structure and organization of public sector agencies

Management and supervisory principles and practices

Advanced principles of assigned area of responsibility

Ability to:

Interpret laws, policies and procedures pertaining to division/department/City programs.

Analyze organizational and administrative problems, programs; create, recommend and implement an effective course of action

Analyze legislation related to assigned area of responsibility; evaluate impact, and make recommendations

Develop and implement goals, objectives, policies, procedures, work standards and management controls.

Resolve complex issues and build consensus among work groups.

Maintain effective collaborative working relationships with other City staff, and various diverse community, business, and special interest groups.

Effectively manage staff, multiple sections, a diverse workload; work effectively under pressure, meet deadlines and adjust to constantly changing priorities.

Communicate clearly and concisely orally and in writing, make effective presentations, write reports, including reports to the City Council

Provide technical assistance and leadership to various boards and committees

Plan, organize, assign, review, train and evaluate the work of division staff.

Prepare or assist with budget preparation and administration

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:

Education equivalent to graduation from an accredited four year college or university, preferably with a major in public or business administration, or a related field or a technical discipline related to the assigned division; or courses in public and business administration and/or the technical discipline of the assigned division sufficient to successfully perform the essential duties of the job

Experience:

Four years of experience in a field related to the technical discipline of the division, including two years of supervisory experience;

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California driver license

SPECIAL REQUIREMENTS:

Some positions, based on assignment, may require one or more licenses or certifications related to the specific technical discipline as mandated by a national, state or locally recognized agency, to be obtained and maintained within a specific timeframe

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer, including word processing, database and spreadsheet programs, website programs; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. On a continuous basis, sit at desk and in meetings for long periods of time. Communicate extensively through the use of a telephone and written means.

Specific vision abilities required include close vision, color vision, and the ability to adjust focus.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the City of Tracy and employee and is subject to change by the City as the needs of the City and requirements of the job change.

RESOLUTION _____

AUTHORIZING AMENDMENT OF THE CITY'S CLASSIFICATION PLAN AND POSITION CONTROL ROSTER BY APPROVING THE NEW CLASSIFICATION SPECIFICATION OF DIVISION MANAGER I/DIVISION MANAGER II; AND REALLOCATION OF THE SENIOR HUMAN RESOURCES ANALYST IN THE ADMINISTRATIVE SERVICES DEPARTMENT, HUMAN RESOURCES DIVISION AND THE RECREATION SERVICES PROGRAM MANAGER IN THE CITY MANAGER'S OFFICE, RECREATION DIVISION TO DIVISION MANAGER II

WHEREAS, The City has a Classification Plan and a Position Control Roster; and

WHEREAS, It is in the best interest and efficiency of the City to establish a new classification specification of Division Manager I/Division Manager II:

NOW, THEREFORE, BE IT RESOLVED, As follows:

1. The City Council authorizes the Administrative Services Director to amend the City's Classification Plan and the Position Control Roster as follows:
 - a. Establish the new classification and salary range for Division Manager I/Division Manager II as described in Exhibit A
 - Salary Range: Division Manager I \$6,889.80 - \$8,374.60 per month
 - Salary Range: Division Manager II \$ 8,030.80 - \$9,761.50 per month
 - b. Reallocate one Senior Human Resources Analyst in the Administrative Services Department, Human Resources Division and one Recreation Services Program Manager in the City Manager's Office, Recreation and Cultural Arts Division, to Division Manager II
 - c. This action be retroactive to July 1, 2014
2. The Budget Officer is authorized to amend the Position Control Roster to reflect the amendments set forth above.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 19th day of August, 2014, by the following votes:

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

MAYOR

ATTEST:

INTERIM CITY CLERK

AGENDA ITEM 1.K

REQUEST

THE CITY COUNCIL OF THE CITY OF TRACY ACTING AS THE GOVERNING BODY OF THE SUCCESSOR AGENCY FOR THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)

EXECUTIVE SUMMARY

The City of Tracy has elected to act as the Successor Agency for the former City of Tracy Community Development Agency following the dissolution of redevelopment agencies by the California State Legislature in February 2012. The attached Recognized Obligation Payment Schedule lists the Enforceable Obligations proposed for payment by the Successor Agency for the period January 1, 2015, through June 30, 2015, as required by law.

DISCUSSION

Effective February 1, 2012, the State of California dissolved redevelopment agencies through the passage of ABX1 26 and replaced them with successor agencies. The City of Tracy City Council elected to serve as the successor agency for the former City of Tracy Community Development Agency (CDA). The City Council previously approved an Enforceable Obligation Payment Schedule (EOPS) which listed various financial obligations of the City's former CDA. The law now requires that successor agencies adopt a Recognized Obligation Payment Schedule (ROPS) twice a year that lists all enforceable obligations proposed for payment. Attached is ROPS 14-15B for the period January 1, 2015, through June 30, 2015.

In summary, of the \$2,673,993 in enforceable obligations for this six-month period, \$2,547,893 is for outstanding debt obligations and fees of the former CDA including \$1,540,522 for 2003 Tax Allocation Bond A payments, \$996,471 for 2003 Tax Allocation Bond B payments. These bond payments will continue through 2034 for the Tax Allocation Bonds and 2038 for the Lease Revenue Bonds. Administrative costs and associated expenses estimated at \$125,000 will be funded with cash currently being held for the Department of Finance.

STRATEGIC PLAN

This is a routine operational item and not related to one of the City Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Recognized obligations are paid from property tax revenue that previously was allocated to the Tracy Community Development Agency.

Agenda Item 1.K
August 19, 2014
Page 2

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Recognized Obligation Payment Schedule of the former Tracy Community Development Agency for the period January 1, 2015, through June 30, 2015.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Daniel Sodergren, City Attorney
Jenny Haruyama, Finance and Administrative Services Director

Approved by: Maria A. Hurtado, interim City Manager

ATTACHMENTS

Attachment A – ROPS 14-15B

ATTACHMENT A

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Tracy
Name of County: San Joaquin

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 125,000
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	125,000
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 2,548,993
F	Non-Administrative Costs (ROPS Detail)	2,548,993
G	Administrative Costs (ROPS Detail)	-
H Current Period Enforceable Obligations (A+E):		\$ 2,673,993

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	2,548,993
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(1,100)
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ 2,547,893

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	2,548,993
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)		2,548,993

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

<u>Paul Sensibaugh</u>	<u>Chairman</u>
Name	Title
/s/ _____	
Signature	Date

RESOLUTION _____

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

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

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

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

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

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

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

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

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

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

Resolution _____
Page 2

ADOPTED _____, 2014 by the City Council of the City of Tracy, acting in its capacity as the Successor Agency of the Community Development Agency of the City of Tracy, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair

ATTEST:

Successor Agency Secretary

APPROVED AS TO FORM:

Successor Agency Counsel

AGENDA ITEM 1.L

REQUEST

THAT COUNCIL, BY RESOLUTION, TRANSFER \$500,000 FROM THE SCHULTE ROAD PROPERTY ACQUISITION CIP 79367, TO THE RESIDENTIAL SPECIFIC PLAN (RSP) ECONOMIC DEVELOPMENT FUND AND ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN TASK ORDERS WITH VARIOUS CONSULTANTS FOR WORK RELATED TO ENVIRONMENTAL AND OR OTHER ENTITLEMENT WORK WHERE THE ENTITLEMENT PROCESS IS EITHER CITY-INITIATED OR RELATED TO CITY-OWNED PROPERTY IN ORDER TO STREAMLINE OUR PROCESSES AND BE PREPARED TO RESPOND QUICKLY TO JOB GENERATING ECONOMIC DEVELOPMENT OPPORTUNITIES

EXECUTIVE SUMMARY

On September 18, 2012, Council appropriated \$1,105,250 of Residential Specific Plan (RSP) funds to pay for the cost to remove use restrictions and Federal reversionary rights on 150-acres of the 200-acre city-owned Schulte Road property. While there has been some private interest to develop the site as a Solar Farm, to date, no private proposals have been submitted to the City that include fronting the funds necessary to pay the Federal Government (GSA) to remove the use restrictions and allow alternative energy facilities on the site. Council also directed staff to continue to work with GSA to reduce the amount requested to remove the use restrictions. Staff is currently working with GSA on an approach to remove the use restrictions on the Schulte Road property at no cost by transferring such restrictions to other City-owned park property. Therefore, it is not anticipated that the funds, originally appropriated for removing the use restrictions, will be needed for the Schulte Road site at this time.

Over the years, the City has used the RSP Economic Development Fund on a number of sales tax and job generating projects such as the Car Dealer Gift Card Retention effort, securing Macy's at West Valley Mall, funding the City's Economic Development Small Business Loan Program and funding the High Tech Incentive program to name just a few. With the light industrial/manufacturing market gaining momentum in the region, staff is requesting that Council transfer \$500,000 from the Schulte Road CIP to the RSP Economic Development fund in order to prepare for upcoming economic development opportunities. Additionally, in order to greatly streamline the environmental and entitlement process and allow Economic Development staff to be as proactive as possible in attracting future job generating uses, staff recommends that Council adopt a resolution authorizing the City Manager to sign task orders with various consultants for work related to environmental and/or other entitlement work where the process is either City initiated or related to City owned property.

DISCUSSION

Dating back to the mid to late 1990's, Council has had many discussions regarding the Schulte Road property. Following is a brief update and summary of the Schulte Road property:

SCHULTE ROAD PROPERTY

The Schulte Road property is approximately 200-acres in total and is located on the south side of Schulte Road, west of Lammers Road.

The United States Government authorized the General Services Administration (GSA) to convey 200 acres to the City via special legislation originally enacted in 1998. The special legislation conveyed 50-acres to the City at fair market value for "Economic Development" purposes and the remaining 150-acres at no cost to the City, but specifically required recreational and or educational uses as a use for the property. The City proceeded to purchase the 50-acres with no restrictions and has land banked the property for potential future development. The City explored several projects over the years which focused on recreational and educational activities on the remaining 150 acres, but no viable project emerged from those efforts.

On October 7, 2008, through Council direction, staff began to work with Congressional Delegates to amend the existing property conveyance legislation to allow for renewable and/or alternative energy uses and began exploring a City project that involved renewable and/or alternative energy uses. Over the next two years, the City began negotiations to sell the property to GWF for a private project that involved development of a solar farm as part of their current power plant expansion. No viable project emerged as part of those negotiations.

On September 18, 2012, Council appropriated \$1,105,250 of RSP funds to pay for the cost to remove use restrictions and Federal reversionary rights on 150-acres of the 200-acre city-owned Schulte Road property. A Request for Proposals (RFP) was issued by the City in early 2013, to determine if there was interest from alternative energy companies to purchase the site for solar or other alternative energy uses. While there was some private interest, no proposal included fronting funds to pay the GSA to remove the use restrictions and allow alternative energy facilities on the site. At the conclusion of the September 18, 2012, agenda item, Council directed staff to appropriate the \$1,105,250 funds and to continue to work with GSA to try to reduce the amount requested to remove the use restrictions. Staff is currently working with GSA on an approach to remove the use restrictions on the Schulte Road property at no cost by transferring such restrictions to other City-owned park property. Therefore, it is not anticipated that the funds, originally appropriated for removing the use restrictions, will be needed for the Schulte Road site at this time.

Staff believes that a portion of such funds could be better utilized for other economic development purposes described below. Therefore, staff is recommending that Council adopt a resolution transferring \$500,000 from the Schulte Road Property Acquisition CIP 79367, to the Residential Specific Plan (RSP) Economic Development Fund.

(RSP) ECONOMIC DEVELOPMENT FUNDS

Past (RSP) Economic Development Expenditures:

In the early part of 2009, during the early stage of the economic downturn, the City developed a Tracy Local Investment Stimulus Plan. The purpose of the Stimulus Plan was to stimulate the local economy by leveraging public dollars with private dollars which would result in employment opportunities and sales and property tax increases. Some components of the Stimulus Plan included:

- *Implement a new Business Loan Program*

The City leveraged an initial investment of \$446,000 in a Loan Program totaling \$3 million, called the Grow Tracy Fund. To date the City has funded three loans totaling \$918,000.

- *Develop and Implement a Shop Local Program*

Auto sales collectively comprise the majority of City sales tax revenue at approximately 20% of all sales tax revenue. Therefore, it was important for the City's future financial and economic vitality that Tracy's remaining auto dealers survive the economic downturn. In an attempt to protect this revenue source and make the collective auto dealers in Tracy more competitive with other existing dealers, the City launched a local shopping program as follows:

1. The City allocated a \$500 gift card for every new car purchased from an automobile dealership located within the City of Tracy; and
2. The gift card was redeemable at any retail or dining establishment located within the City of Tracy

The program was a success and we were able to retain our auto dealers.

- *Macy's Business Attraction Incentive*

The City used \$2.75 million in RSP Funds to match additional Mall funds to secure Macy's as a replacement tenant for the vacant Gottschalk's anchor location. The Mall and Macy's have seen sales tax increases since the attraction incentive was approved.

- *Hi-Tech Incentive Program*

As the State eliminates such business incentives as Enterprise Zones and Redevelopment Areas, the City developed and funded a new \$300,000 High-Tech Incentive Program. The High-Tech Incentive Program provides incentives of up to \$5,000 per employee and certain sales/use tax rebates for qualifying companies. While the Bay Area recovers from the recent recession, the City is proactively marketing and promoting our superior location and local incentives to high wage Bay Area employers.

Proposed Streamlined Process for Economic Development Projects

Recently, the City has entered into various Master Professional Services Agreements with consultants for work related to land use entitlements and environmental review. These include Agreements with the following consultants:

- Kimley-Horn Associates, Inc. (Resolutions 2014-027 and 2014-113)
- First Carbon Solutions (Resolution 2014-027)
- Ascent Environmental, Inc. (Resolution 2014-027)
- De Novo Planning Group (Resolution 2014-027)
- TJKM Transportation Consultants (Resolution 2014-113)
- West Yost & Associates, Inc. (Resolution 2014-113)
- Black Water Consulting Engineers, Inc. (Resolution 2014-113)
- Storm Water Consulting, Inc. (Resolution 2014-113)
- DF Engineering, Inc. (Resolution 2014-113)
- David W. Enke, L.S. (Resolution 2014-113)
- CH2MHill (Resolution 2014-031)

These Master Professional Services Agreements were entered into to streamline the processing for various private development projects throughout the City. Each Agreement has a cumulative not to exceed dollar amount for task orders.

Staff is requesting authorization to use these consultants and Master Professional Services Agreements for various economic development related City-initiated entitlements processes or for projects associated with City-owned property. Staff is currently working with a number of large Fortune 100 job generating clients and believes that these streamlined processes and funds could assist in attracting these users.

Therefore, staff is recommending that City Council adopt a resolution authorizing the City Manager to sign task orders under these Master Professional Services agreements for work related to City-initiated entitlement processes or City-owned property. All such task orders would be subject to the cumulative not to exceed dollar amounts contained in each Master Professional Services Agreement.

STRATEGIC PLAN

This agenda item relates to the Economic Development Strategy relative to Goal 1/ Objective 1: Continuously review and improve the streamline permit process and ensure quality infrastructure to meet future development needs.

FISCAL IMPACT

There is no impact to the City's General Fund as part of this request.

RECOMMENDATION

That City Council, by resolution:

- A. transfer \$500,000 from the Schulte Road Property Acquisition CIP 79367 to the RSP Economic Development Fund; and
- B. authorize the City Manager to sign task orders under the Master Professional Services Agreements described above for work related to City-initiated entitlement processes or City-owned property.

Prepared by: Andrew Malik, Development Services Director

Reviewed by: Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

RESOLUTION _____

TRANSFERRING \$500,000 FROM THE SCHULTE ROAD PROPERTY ACQUISITION CIP 79367 TO THE RESIDENTIAL SPECIFIC PLAN ECONOMIC DEVELOPMENT FUND AND AUTHORIZING THE CITY MANAGER TO SIGN TASK ORDERS WITH VARIOUS CONSULTANTS FOR WORK RELATED TO ENVIRONMENTAL AND OR OTHER ENTITLEMENT WORK WHERE THE ENTITLEMENT PROCESS IS EITHER CITY-INITIATED OR RELATED TO CITY-OWNED PROPERTY IN ORDER TO STREAMLINE OUR PROCESSES AND BE PREPARED TO RESPOND QUICKLY TO JOB GENERATING ECONOMIC DEVELOPMENT OPPORTUNITIES

WHEREAS, The City desires to transfer \$500,000 from the Schulte Road Property Acquisition CIP 79367, to the Residential Specific Plan (RSP) Economic Development Fund, and

WHEREAS, The City recently entered into various Master Professional Services Agreements with consultants for work related to land use entitlements and environmental review. These include Agreements with the following consultants:

- Kimley-Horn Associates, Inc. (Resolutions 2014-027 and 2014-113)
- First Carbon Solutions (Resolution 2014-027)
- Ascent Environmental, Inc. (Resolution 2014-027)
- De Novo Planning Group (Resolution 2014-027)
- TJKM Transportation Consultants (Resolution 2014-113)
- West Yost & Associates, Inc. (Resolution 2014-113)
- Black Water Consulting Engineers, Inc. (Resolution 2014-113)
- Storm Water Consulting , Inc. (Resolution 2014-113)
- DF Engineering, Inc. (Resolution 2014-113)
- David W. Enke, L.S. (Resolution 2014-113)
- CH2MHill (Resolution 2014-031)

("Consultants"), and

WHEREAS, The City desires to use these Consultants and Master Professional Services Agreements for various economic development related City-initiated entitlements processes or for projects associated with City-owned property;

NOW THEREFORE BE IT RESOLVED, That the City Council:

A. Transfers \$500,000 from the Schulte Road Property Acquisition CIP 79367 to the Residential Specific Plan (RSP) Economic Development Fund; and

B. Authorizes the City Manager to sign task orders with the Consultants under the Master Professional Services agreements described above for work related to City-initiated entitlement processes or projects associated with City-owned property.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council the 19th day of August, 2014, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

August 19, 2014

AGENDA ITEM 1.M M M

REQUEST

APPROVAL OF PERMITS FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY STREETS FOR THE CHAMBER OF COMMERCE “TASTE OF THE VALLEY ART AND FOOD FESTIVAL” ON SEPTEMBER 6 & 7, 2014

EXECUTIVE SUMMARY

Tracy Municipal Code states Council may, by resolution, issue a permit allowing the consumption of alcohol on public streets and the like at an organized event of community-wide interest. The Public Works Department is coordinating the request for an alcohol permit in conjunction with a community event and is seeking Council approval.

DISCUSSION

Tracy Municipal Code Section 4.12.1190(d) states, The Council, by resolution, may issue a permit under Chapter 4.40 allowing the consumption of intoxicating beverages on public property at an organized event of community-wide interest. The consumption of intoxicating beverages shall be restricted to the perimeters of the event as described in the permit.

Additionally, Tracy Municipal Code Chapter 4.40 governs special event permits occurring on or within the public right-of-way.

For many years, the City of Tracy has successfully coordinated special community events that have community-wide interest with various local non-profit organizations, including the Tracy Chamber of Commerce. Many of these events have received City approval for the consumption of alcoholic beverages within the boundary of the events. Most of these functions were conducted within the Downtown Tracy Business District.

At the present time, the Public Works Department is coordinating a request for an alcohol permit to allow alcoholic beverages to be served as a component of the “Taste of the Valley Art and Food Festival” conducted by the Tracy Chamber of Commerce.

The Tracy Chamber of Commerce is requesting a permit to serve alcoholic beverages at its event on September 6 & 7, 2014, from 10:00 a.m. to 7:00 p.m., on city streets located on Central Avenue between Eleventh Street and 6th Street and Ninth Street between C Street and D Street.

STRATEGIC PLAN

This agenda item supports Quality of Life Strategic Plan to provide an outstanding quality of life by enhancing the City’s amenities, business mix and services and

cultivating connections to promote positive change and progress in our community, and specifically implements the following goal:

Goal 1: Improve current recreation and entertainment programming and services to reflect the community and match trending demands.

FISCAL IMPACT

This special event can generate indirect costs that impact the General Fund, which are absorbed through the existing budget.

RECOMMENDATION

That City Council, by resolution, approves the permits described above for consumption of alcoholic beverages within the above-described designated areas for the Tracy Chamber of Commerce "Taste of the Valley Art and Food Festival" on September 6 & 7, 2014.

Prepared by: Brian MacDonald, Management Analyst II

Reviewed by: David Ferguson, Director of Public Works
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

RESOLUTION _____

APPROVING PERMITS FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY STREETS FOR THE CHAMBER OF COMMERCE "TASTE OF THE VALLEY ART AND FOOD FESTIVAL" ON SEPTEMBER 6 & 7, 2014

WHEREAS, The Tracy Chamber of Commerce has requested a permit to conduct a special event in the City of Tracy on September 6 & 7, 2014, that requires approval of City Council to permit the consumption of alcoholic beverages in public places, and

WHEREAS, Subject to City Council approval, the Tracy Municipal Code allows such activities and permits under Section 4.12.1190(d) and Chapter 4.40.

NOW, THEREFORE, BE IT RESOLVED, That City Council hereby approves the issuance of a permit to the Tracy Chamber of Commerce for the possession and consumption of alcoholic beverages within the boundary and time frames of the above-described special events, to be conducted in the Downtown Area of Tracy.

The foregoing Resolution _____ was adopted by City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3

REQUEST

THAT COUNCIL CONDUCT A PUBLIC HEARING DECLARING THE EXISTENCE OF WEEDS, RUBBISH, REFUSE AND FLAMMABLE MATERIAL ON EACH OF THE PARCELS LISTED IN EXHIBIT "A" TO THIS AGENDA ITEM A NUISANCE; CONSIDER OBJECTIONS TO ABATEMENT OF SAID NUISANCE, AND ADOPT A RESOLUTION AUTHORIZING FIRE DEPARTMENT STAFF TO ORDER CONTRACTOR TO ABATE SAID NUISANCES

EXECUTIVE SUMMARY

The Fire Department performs inspections on its own and after complaints are received from citizens regarding the existence of weeds, rubbish, refuse and flammable material on residential and commercial parcels. Abatement notices are sent to parcel owners within the City deemed by Fire Department staff to be a public nuisance and dangerous to the public health and safety.

The notice states the time and date of the Public Hearing to be conducted by the City Council to address any and all objections to the proposed abatement and, as necessary, authorize Fire Department staff to direct the City's contractor to abate parcels Council finds to be a nuisance.

DISCUSSION

Pursuant to Tracy Municipal Code, a Public Hearing is required prior to the abatement of any parcels. Sections 4.12.250 through 4.12.340 of the Tracy Municipal Code set forth the procedure for the City to abate weeds, rubbish, refuse and flammable material on private property.

On June 26, 2014, July 10, 2014, July 21, 2014 and July 24, 2014, pursuant to Tracy Municipal Code, Section 4.12.280, the Fire Department sent a notice to the property owner(s) listed in Exhibit "A" to this staff report. That notice required the said owner to abate weeds, rubbish, refuse and flammable material on his/her parcel within twenty days, and informed the property owner(s) that a Public Hearing would be conducted on August 19, 2014, where any protests regarding the notice to abate would be heard. The Tracy Municipal Code provides that upon failure of the owner, or authorized agent, to abate within 20 days from the date of notice, the City will perform the necessary work by private contractor and the cost of such work will be made a personal obligation of the owner, or become a tax lien against the property.

Under the provisions of Tracy Municipal Code, Section 4.12.290, the Fire Department will proceed at Council's direction with instructing the City's contractor to perform weed, rubbish, refuse and flammable material abatement on the parcels listed in Exhibit "A". Per the Tracy Municipal Code, property owners are liable for the cost of abatement and will be billed for the actual cost of the City contractor's services, plus a twenty-five percent administrative charge. All unpaid assessments will be filed with the San Joaquin County Auditor Controller's office to establish a lien on the property.

STRATEGIC PLAN

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

FISCAL IMPACT

There is \$12,100 budgeted for Fiscal Year 2014-2015, Grounds and Maintenance account, 211-52110-252-0000, that is used for contracting the abatement of weeds, rubbish, refuse and flammable material. There are sufficient funds at this time to accomplish abatement services.

RECOMMENDATION

That City Council conduct a Public Hearing to hear and consider any and all objections to the proposed abatement, and by resolution, declare the weeds, rubbish, refuse, and flammable material located at the parcels listed within Exhibit "A" to be a nuisance, and authorize the Fire Department to direct the City's contractor to abate such nuisance.

Prepared by: Gina Rodriguez, Administrative Assistant II

Reviewed by: Steve Hanlon, Fire Division Chief

Approved by: Alford Nero, Fire Chief
Maria A. Hurtado, Interim City Manager

Attachment: Exhibit A - 2014 Weed Abatement Parcel List

RESOLUTION _____

DECLARING THE EXISTENCE OF WEEDS, RUBBISH, REFUSE AND FLAMMABLE MATERIAL ON THE PARCELS LISTED IN EXHIBIT "A", A NUISANCE AUTHORIZING FIRE DEPARTMENT STAFF TO ORDER CONTRACTOR TO ABATE

WHEREAS, On June 26, 2014, July 10, 2014, July 21, 2014 and July 24, 2014, pursuant to Tracy Municipal Code, Section 4.12.280, Fire Department staff mailed, via certified mail, a notice to the owners of record listed within Exhibit "A", that the existence of weeds, rubbish, refuse and flammable material on said parcel in the City of Tracy constitutes a nuisance and is dangerous to public health and safety of the inhabitants of the City pursuant to Section 4.12.260 of the Tracy Municipal Code, and

WHEREAS, The notices included an order to abate said nuisance within 20 days and informed the property owner(s) of their opportunity to appear and object to the abatement of such nuisance at a public hearing before the City Council on August 19, 2014, and

WHEREAS, The County Assessor's Office shows the mailing address for the owner(s) of record of the subject parcels as listed within Exhibit "A", and a notice to abate and the notice of the public hearing was sent in a timely manner to that address by certified mail, and

WHEREAS, Objections, if any, to said abatement have been heard and considered, and

WHEREAS, The Fire Department has \$12,100 in the FY 2014-2015 budget for weed, rubbish, refuse and flammable material abatement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council declares the weeds, rubbish, refuses and flammable material on the parcels listed within Exhibit "A" to be a nuisance and further authorizes Fire Department staff to order the City's contractor to abate the accumulation of weeds, rubbish, refuse and flammable materials on the listed parcels.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the _____ day of _____, 2014. by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

TRACY FIRE - WEED ABATEMENT LIST - 8/19/2014						
APN	SITUS ADDRESS	NAME/BUSINESS	MAILING ADDRESS	CITY	STATE	ZIP
236-320-60	2239 Acebedo Court	Arnel & Rafonzel Oli	2239 Acebedo Court	Tracy	CA	95376
246-140-13	2795 S. Mac Arthur Drive	Valpico Apartments LLC	1200 N. Bundy Drive	Los Angeles	CA	90049
246-140-14	2795 S. Mac Arthur Drive	Valpico Apartments LLC	1200 N. Bundy Drive	Los Angeles	CA	90049
214-390-20	2724 Holly Drive	DLS Asset Management LLC	1122 Palomino Road	Santa Barbara	CA	93105
213-350-61	3149 N. Mac Arthur Drive	Woodside O5NLP	111 Woodmere Drive #250	Folsom	CA	95630
No APN	Vacant Parcel on Noland Harris Way	Standard Pacific Corp.	3825 Hopyard Road, Suite 195	Pleasanton	CA	94588
242-040-49	Vacant lot on Mits & Dove Way	Meritage Homes of California Inc	6300 Monument Springs Drive	Rocklin	CA	95677
246-130-03	200 W. Valpico Road	Wahid & Julie Tadros	1377 Via Di Salemo	Pleasanton	CA	94566
213-060-13	2395 E. Pescadero Avenue	Mary Bacchetti	10876 Tracy Blvd	Tracy	CA	95304
214-200-36	2820 Gomes Court	Maria Finley	2820 Gomes Court	Tracy	CA	95376
214-300-18	324 Alvarado Way	Danny & Helen Densmore	324 Alvarado Way	Tracy	CA	95376
238-060-23	1231 Berg Road	James Jin Long & Jane Hui Chen	3082 Emerson Street	Palo Alto	CA	94306
240-210-28	781 Everglades	Million & Makada Bekresion	781 Everglades Lane	Tracy	CA	95377
238-050-02	1381 Berg Road	Jesus Gutierrez	1347 Aveniva Arana	San Marcos	CA	92069
233-063-22	1719 Wall Street	Elisabeth Berg	2861 E. Quincy Avenue	Fresno	CA	93720
233-063-09	1725 Wall Street	Elisabeth Berg	2861 E. Quincy Avenue	Fresno	CA	93720
238-080-04	12920 W. Byron Road	Shawn Steele	2850 W. Byron Road #1	Tracy	CA	95377
238-080-03	2850 W. Byron Road #1	Anne Steele	2850 W. Byron Road #1	Tracy	CA	95377
238-050-01	2774 W. Byron Road	Marion William Co. LIC	20632 Redwood Road #B	Castro Valley	CA	94546
238-050-13	2660 W. Byron Road	PJM Investments LLC	P.O. Box 565	Tracy	CA	95378
238-050-20	2480 W. Byron Road	Isabel Chacon	P.O. Box 1444	Crestline	CA	92325
235-040-12	430 W. Eleventh Street	Harman management Corp	P.O. Box 572530	Salt Lake City	UT	84157
235-025-02	937 Taft Avenue	Harinder Dhaliwal	19368 Garrison Avenue	Castro Valley	CA	94546
244-020-31	1122 Windson Drive	Edgewood Lane Developers	675 Hartz Avenue #300	Danville	CA	94526
212-290-21	2855 W. Grant Line Road	Grant Line West LLC	720 Montague Expressway #B	Milpitas	CA	95035
235-069-15	19 W. Sixth Street	Raymond Cordeiro	1327 Perry Court	Tracy	CA	95376
214-020-09	22393 S. Corral Hollow Road	Hemkint Group LLC	1162 Cheshire Circle	Danville	CA	94506
250-260-06	Vacant Lot on Mariani Court	Roger Birdsall	P.O. Box 1562	Lake Oswego	OR	97035
250-260-07	Vacant Lot Mariani Court	Thomas & Elizabeth Taylor	30282 Lemon Avenue	Escalon	CA	95320
242-200-10	786 Lourence Court	Yong Kang	786 Lourence Court	Tracy	CA	95376
214-290-34	2818 Balboa Drive	Denise Hembree	2818 Balboa Drive	Tracy	CA	95376
233-460-07	426 E. Grant Line Road	Calstone Holdings LLC	1155 Aster Avenue	Sunnyvale	CA	94086
250-252-12	630 E. 11th Street	Mila Padilla	P.O. Box 1036	Tracy	CA	95378
214-390-21	2712 Holly Drive	Roy Capps	921 Windeler Avenue	Tracy	CA	95376
240-380-30	2358 Babcock Lane	Ram Khaira	2358 Babcock Lane	Tracy	CA	95376
214-190-40	611 Scarlett Place	Jefferey & Virginia Schulz	1388 Michael Drive	Tracy	CA	95377
235-280-38	341 Accipiter Court	Douglas Bates	341 Accipiter Court	Tracy	CA	95376

TRACY FIRE - WEED ABATEMENT LIST - 8/19/2014						
APN	SITUS ADDRESS	NAME/BUSINESS	MAILING ADDRESS	CITY	STATE	ZIP
248-280-55	338 Cose Lane	Jimmy & Qina Poon	338 Cose Lane	Tracy	CA	95376
250-260-10	Retention Ponds at Heinz	640 Hegenberger PTP	2228 Livingston Street	Oakland	CA	94606
232-260-20	1150 W. Eaton Avenue	Laurence Williams	5205 Buena Vista Avenue	Fair Oaks	CA	95628
250-280-09	2301 Chabot Court	AMB Property LP	60 State Street #1200	Boston	MA	2109
232-100-64	2240 Martin Road	Olga Mullins	1690 Duncan Drive	Tracy	CA	95376
250-030-26	Vacant lot on Paradise Road	Headlands Realty Corp.	60 State Street 12th Floor	Boston	MA	2109
250-230-25	Vacant lot on Paradise Road	Headlands Realty Corp.	60 State Street 12th Floor	Boston	MA	2109
250-260-13	Vacant Lot on Stonebridge Drive	Modesto Irrigation District	P.O. Box 4060	Modesto	CA	95352
240-380-61	107 Barcelona Drive	Li Xiu Jiang	1520 Joseph Menusa Lane	Tracy	CA	95377
235-420-09	510 W. Fourth Street	Dale Cose	P.O. Box 326	Tracy	CA	95378
246-300-54	1220 Traditions Street	Rocio Castro	1220 Traditions Street	Tracy	CA	95376
214-320-83	321 E Grant Line Road	James Tong	4080 Grafton Streeet Ste #20	Dublin	CA	94568
233-460-04	400 E. Grant Line Road	Louis Levand	123 E. Eaton Avenue	Tracy	CA	95376

AGENDA ITEM 4

REQUEST

PUBLIC HEARING TO CONSIDER IMPLEMENTATION OF PHASE II WATER RESTRICTIONS

EXECUTIVE SUMMARY

The Governor has declared a drought and the State Water Resources Control Board has mandated that cities implement their water shortage contingency plans to impose restrictions on outdoor irrigation. Implementation of the Tracy Municipal Code section 11.28.180 Phase II water restrictions meets the State's requirement.

DISCUSSION

In response to the ongoing severe drought, the State Water Resources Control Board enacted emergency regulations to ensure increased water conservation in urban settings, primarily through reduction in outdoor urban water use. The regulations are to help implement the Governor's requested goal of a 20% reduction.

For the year, Tracy has achieved a 13% reduction; however the community achieved a 25% water reduction for the month of July.

Based upon the above performance, the City's water conservation efforts are working effectively. This past spring, the City has engaged the community through educational utility bill inserts and conservation advertisements in local movie theaters, and by tracking and responding to questions, inquiries and complaints through the City's Government Outreach program and mobile app. The City has taken steps to strategically reduce watering in local parks and landscaped medians, and implemented water patrol resources.

Water conservation concerns and/or complaints are referred to the City's Water Patrol or Water Conservation Coordinator. Typically, staff will investigate the issue and provide water customers with educational materials about conservation and ways to manage/monitor water usage. Should the customer refuse to comply, a written letter would be issued encouraging compliance to avoid penalties. If the problem continues, a citation in accordance with City's municipal code could be issued. City fines would range between \$100 for a first violation to \$500 by a third violation and up to \$500 for a first violation if imposed by a State agency. However, staff's past practice is to defer to education and outreach before taking punitive action to achieve water conservation goals.

Phase II water restrictions include the following:

- No flagrant water waste or excessive runoff of water at any time.
- Proper maintenance of all plumbing and irrigation systems.
- Use of a hose with a self-closing "trigger" handle for all outdoor uses.
- Washing of non-commercial sidewalks, driveways, porches, or other outdoor surfaces is prohibited.

- Washing of commercial sidewalks, driveways, parking lots or other outdoor surfaces is prohibited (by State regulation).
- Car washing is allowed only with the use of a self-closing “trigger” spray nozzle.
- Landscapes may be irrigated:
 - At any time provided that the person irrigating the landscape is present outdoors and remains in full control of the water usage.
 - Unattended between the hours of 7:00 p.m. through 9:00 a.m. (May 1 through September 30)
 - Unattended between 4:00 p.m. through 10:00 a.m. (October 1 through April 30)

These restrictions will continue in place until such time as adequate precipitation alleviates the drought. In the event the drought continues, additional water conservation may be required. Staff anticipates returning to Council with minor administrative changes to the water conservation/restriction ordinance later in the year.

STRATEGIC PLAN

This agenda item does not relate to the Council’s Strategic Plans.

FISCAL IMPACT

There is no fiscal impact to the City’s General Fund. Decreased water usage will result in decreased revenue to the Water Fund. Monthly revenue from utility billing, along with the Water Fund Balance, will be monitored to ensure prudent fiscal management.

RECOMMENDATION

It is recommended that the City Council conduct a public hearing and adopt a resolution authorizing Phase II water restrictions as contained in the Chapter 11.28 of the Tracy Municipal Code.

Prepared by: Steve Bayley, Project Specialist, Utilities Department

Reviewed by: Kul Sharma, Utilities Director
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

RESOLUTION 2014-_____

AUTHORIZING THE IMPLEMENTATION OF PHASE II WATER RESTRICTIONS

WHEREAS, The Governor has declared a drought and the State Water Resources Control Board has mandated that cities implement their water shortage contingency plans to impose restrictions on outdoor irrigation, and

WHEREAS, Water conservation regulations are to help implement the Governor's requested goal of a 20% reduction, and

WHEREAS, For this year, Tracy has achieved a 13% reduction, but the community has achieved a 14% reduction for the month of June and 25% water reduction for the month of July, and

WHEREAS, The need for water conservation restrictions will continue until such time as adequate precipitation alleviates the drought, and in the event the drought continues additional water conservation may be required;

NOW, THEREFORE, BE IT RESOLVED, That City Council authorizes implementation of the Tracy Municipal Code section 11.28.180 Phase II water restrictions.

* * * * *

The foregoing Resolution 2014-_____ was adopted by Tracy City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

August 19, 2014

AGENDA ITEM 5

REQUEST

APPROVAL OF AN EMPLOYMENT AGREEMENT WITH TROY BROWN FOR THE POSITION OF CITY MANAGER

EXECUTIVE SUMMARY

This item is on the agenda to allow the City Council to consider the approval of an Employment Agreement with Troy Brown for the position of City Manager.

DISCUSSION

The recruiting firm of Peckham & McKenney was retained to conduct a recruitment and selection process for the City Manager position. After an extensive search and recruitment effort, Troy Brown was selected as the preferred candidate from a pool of forty-two candidates to be Tracy's new City Manager.

Currently Mr. Brown is the Assistant City Manager in Livermore, California. His previous employment included Assistant to the City Manager in Elk Grove, CA, and Assistant to the City Manager in City of Riverside, CA. Mr. Brown has over twenty years of municipal experience and holds a Master of Public Administration from California State University in San Bernardino, CA and a Bachelor of Political Science from Northridge, California. He is currently the West Coast Regional Vice President of the International City/County Management Association (ICMA).

Proposed employment terms between the City and Mr. Brown are set forth in the attached employment agreement. The agreement specifies an annual salary of \$205,000.

Mr. Brown will begin his duties at the City of Tracy on Tuesday, September 2, 2014. He will become Tracy's ninth City Manager since 1954, when voters approved the City Council/City Manager form of government.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the operating budget in the current fiscal year. There are sufficient budgeted funds to pay the salary and benefits for the City Manager position.

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August 19, 2014
Page Two

RECOMMENDATION

That the City Council, by resolution, approve the Employment Agreement with Troy Brown for the position of City Manager.

Prepared and approved by: Daniel G. Sodergren, City Attorney

Attachment: Employment Contract

EMPLOYMENT AGREEMENT
BETWEEN
TROY BROWN AND THE CITY OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Troy Brown, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- . The City Council has conducted an extensive recruitment process for the City Manager position and has carefully evaluated EMPLOYEE's knowledge, experience, administrative skills and abilities and has decided to appoint EMPLOYEE to the position of City Manager.
- . The City desires to secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment, make possible full productivity by assuring EMPLOYEE's morale and peace of mind with respect to future security, and act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE while also providing a just means for terminating EMPLOYEE's services at such time as EMPLOYEE may be unable to fully discharge his duties due to age or disability; or when EMPLOYER may otherwise desire to terminate the EMPLOYEE.
- C. The parties have entered into this Agreement in recognition of the benefits accruing to each party. This Agreement will insure the retention of EMPLOYEE's services as City Manager and the performance of those duties in a manner which serves the best interests of the CITY, subject to the direction of the City Council.
- . EMPLOYEE desires employment as the City Manager of the City of Tracy.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties agree as follows:

Section 1: Duties.

CITY agrees to employ Troy Brown as City Manager of CITY to perform the functions and duties specified in Article 1 of Chapter 2.08 of Title 2, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term.

Except as otherwise expressly stated in this Agreement, the term of this Agreement shall be for an indefinite period of time. Separation of employment at a time other than the expiration of this Agreement shall be governed by the provisions outlined in Section 6 of the Agreement.

EMPLOYEE may resign at any time from his position with the CITY provided he gives the CITY 30 days written notice in advance and, in which event, he forgoes any right to severance pay.

Section 3: Compensation and Benefits.

A. Base Salary. The CITY agrees to pay EMPLOYEE an annual base salary of \$205,000, payable in accordance with a pre-determined schedule applicable to all CITY employees.

B. COLAs. CITY agrees to increase the base salary automatically with any Cost of Living Adjustments provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

C. Merit Increases in Compensation. CITY may also increase the base salary and/or other benefits of EMPLOYEE in the amount and to the extent as the CITY may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.

D. Health, Disability and Life Insurance Benefits. Upon commencement of employment, EMPLOYEE is entitled to receive the same health, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

E. Car Allowance. EMPLOYEE is entitled to receive the same monthly car allowance provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

F. Cell Phone Allowance. During the duration of EMPLOYEE's employment with CITY, EMPLOYEE shall be entitled, at EMPLOYEE's option, to either a Cellular Phone allowance of \$660 per year, prorated and allocated per pay period, or use, for City business, of a City-owned and paid for Cellular Phone.

G. Management Benefit Plan. EMPLOYEE is entitled to receive an annual Management Benefit allowance in the amount of \$2,960 per calendar year to be used at EMPLOYEE's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

. Accrual and Use of Leave.

1. Vacation Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 40 hours of vacation leave. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave at a prorated rate of 160 hours per year through September 1, 2024. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave in the same amount as provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan

2. Sick Leave Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 40 hours of sick leave. Thereafter, EMPLOYEE shall accrue sick leave at the rate of one day for each month of service.

3. Management Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.

Upon commencing employment, EMPLOYEE shall be credited with a total amount of 52 hours of management leave for the remainder of the 2014 calendar year.

4. Flexible Leave Hours. Upon employment, CITY will credit EMPLOYEE with an additional block of 110 paid leave hours for fiscal year 2014-2015. These hours shall be labeled Flexible Leave. EMPLOYEE has the options of using these leave hours subject to the conditions for use of vacation or periodically selling back the Flexible Leave hours throughout said fiscal year. EMPLOYEE shall note the use of or selling of such hours on each time card that such leave is used or sold. EMPLOYEE must use or sell the Flexible Leave hours by June 15, 2015. With respect to the Flexible Leave hours only, if EMPLOYEE terminates before June 30, 2015, EMPLOYEE is only eligible for a proration of Flexible Leave hours for the period from September 2, 2014 to the date of termination and Flexible Leave hours used or sold in excess of such prorated amount will be deducted accordingly from EMPLOYEE's final pay.

5. Use of Leave. EMPLOYEE is entitled to accrue all leave, other than the one-time Flexible Leave Hours described above, without limit, and if EMPLOYEE's employment is terminated, either voluntarily or involuntarily, he shall be compensated for all unused accrued vacation leave at the rate of pay on the date of separation. EMPLOYEE shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

I. Deferred Compensation. CITY shall contribute 5% of EMPLOYEE's base salary to EMPLOYEE's 401 Plan deferred compensation.

J. CalPERS (California Public Employees' Retirement System). EMPLOYEE shall pay the full employee contribution share under the 2% at 55 CalPERS formula, adopted by Council Resolution No. 2010-174, which contribution is currently 7% of salary.

Section 4: Performance Evaluation.

It is mutually agreed that the adopted operating budget for each fiscal year generally contains the goals and objectives developed by the CITY. Within 90 days of the date of this Agreement, or at some other mutually agreeable time, EMPLOYEE and the City Council will meet to discuss and establish performance goals for EMPLOYEE. A facilitator selected by EMPLOYEE and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the CITY. Thereafter, the City Council and EMPLOYEE shall meet on an annual basis to evaluate EMPLOYEE's performance. The City Council shall provide EMPLOYEE with a written performance evaluation in such format as the City Council may determine. If the City Council concludes EMPLOYEE's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted on one or more occasions during the term of this Agreement.

Section 5: General Business Expenses. CITY agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE for continuing and full participation in

national, regional, state and local associations, and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the CITY. CITY shall review EMPLOYEE's requests for membership, professional development, and attendant travel thereto during the normal budget review process.

Section 6: Separation of Employment.

A. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement to provide a 30 day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE.

B. This Agreement shall terminate immediately upon the occurrence of any of the following events:

- (i) the death of EMPLOYEE;
- (ii) the loss by EMPLOYEE of legal capacity;
- (iii) conviction of a felony;
- (iv) the willful breach of material duty by the EMPLOYEE in the course of his employment;
- (v) repeated and protracted unexcused absences from the City Manager's office and duties;
- (vi) conviction of an illegal act involving personal gain to EMPLOYEE; or
- (vii) is found to have committed an unethical act involving personal gain to EMPLOYEE and resulting in expulsion from the International City Management Association (ICMA).

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B of this Section 7, EMPLOYEE is entitled to the compensation earned by him before the date of termination as provided for in this Agreement computed pro rata up to and including that date; EMPLOYEE shall be entitled to no further compensation after the date of termination.

D. EMPLOYEE may not be removed from office within a period of 120 days immediately following a general municipal election held in the City at which a member of the Council is elected. (Tracy Municipal Code §2.08.080(b).)

Section 7: Reimbursement to CITY.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if he is subsequently convicted of a crime involving the abuse of his office or position;

B. If CITY pays for EMPLOYEE's legal criminal defense, he shall fully reimburse the funds to the CITY if he is subsequently convicted of a crime involving an abuse of his office or position; and

C. If this Agreement is terminated, any cash settlement related to the termination

that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if he is subsequently convicted of a crime involving an abuse of his office or position.

Section 8: Severance.

If EMPLOYEE involuntarily resigns or is terminated by the City Council for reasons other than those enumerated in Sections 6(A) or (B) above, he is entitled to nine months of severance pay. For the purpose of this Agreement, "severance" shall include salary, health benefits, life insurance, and retirement contributions, subject to the limitations in Government Code Sections 53260 and 53261. The severance pay shall be paid in a lump sum payment to EMPLOYEE by the CITY within 15 working days after the effective date of EMPLOYEE's involuntary resignation or termination.

Section 9: General Provisions.

A. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.

B. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under Title 2 of the Tracy Municipal Code.

C. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TRACY - EMPLOYER:	TROY BROWN - EMPLOYEE:
City Council of the City of Tracy	Troy Brown
Attention: Mayor	5448 Delia Way
333 Civic Center Plaza	Livermore, CA 94550
Tracy, CA 95376	

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of

EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

E. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

F. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due him from CITY under this Agreement as of the date of his death shall be paid to his executors, administrators, heirs, personal representatives, successors, and assigns.

G. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in effect.

H. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.


I. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

J. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be September 2, 2014.

CITY OF TRACY (EMPLOYER)

TROY BROWN (EMPLOYEE)

Brent H. Ives, Mayor



Dated: _____

Dated: 7/24/14

ATTEST:

RESOLUTION _____

APPROVAL OF AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TRACY AND TROY BROWN
FOR THE POSITION OF CITY MANAGER

WHEREAS, an extensive recruitment and selection process for the City Manager position has taken place, and

WHEREAS, the Tracy City Council has carefully evaluated Troy Brown's knowledge, experience, administrative skills and abilities and has decided to appoint him to the position of City Manager, and

WHEREAS, Troy Brown and the City of Tracy desire to enter into an employment agreement to specify the duties, responsibilities, salary and benefits related to the City Manager position.

NOW, THEREFORE, BE IT RESOLVED, that City Council approves an employment agreement with Troy Brown and authorizes the Mayor to execute the agreement.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 6

REQUEST

RECEIVE A REPORT ON A POTENTIAL CITY/SAN JOAQUIN COUNTY PARTNERSHIP FOR THE DEVELOPMENT OF A SOUTH COUNTY REGIONAL PARK AND PROVIDE STAFF DIRECTION WHETHER OR NOT TO PROCEED WITH NEGOTIATIONS WITH SAN JOAQUIN COUNTY

EXECUTIVE SUMMARY

At the June 25, 2013 San Joaquin County budget hearing, the Board of Supervisors' discussed the future growth in the South County area and options to provide regional park services through collaborative efforts. Last year, the City of Tracy expressed interest to the County regarding swapping City-owned property adjacent to the Legacy Sports Complex for the County-owned parcel formerly known as Holly Sugar. The County purchased this parcel from the City in 2010 for \$662,470 plus \$53,970 for title transfer and other associated costs, for a total cost of \$716,440. The City is also interested in exploring with the County a shared investment of resources to potentially develop a regional park.

The project concept is that the County would swap its land for land owned by the City, and construct a regional park. In exchange, the City would assume all annual park maintenance expenses. The opportunity to establish a regional park in this area could provide contiguous park facilities north of Larch Road between Tracy Boulevard and Corral Hollow Road and expand park services for both City and County residents.

Because the County purchased City land with state park grants, it must obtain approval from the California Department of Parks and Recreation, Office of Grants and Local Services, and Federal National Park Service before entering into a land swap agreement with the City. This approval process involves several steps, including the appraisal of both properties; developing a Concept Plan for the new property; and completing due diligence as more fully described below.

Staff is seeking direction from Council whether or not to proceed with negotiations concerning the land swap, and if appropriate a potential joint partnership between the City and the County for a South County regional park.

DISCUSSION

On November 9, 2010, the County of San Joaquin expressed interest in purchasing 105 acres at the northeast portion of City-owned property located (APN 212-160-13) at Holly Sugar with the future goal of developing a County park. On December 14, 2010 the County of San Joaquin Board of Supervisors approved the purchase of the property. The City Council subsequently approved the sale of the land to the County on December 21, 2010. The purchase was completed on March 31, 2011 at a cost of \$662,470.

During the County's June 25, 2013 budget hearing, the Board of Supervisors discussed the future growth in the South County area and options to provide regional park services

through collaborative efforts. Last year, the City of Tracy expressed interest to the County regarding swapping City-owned property adjacent to the Legacy Sports Complex for the County-owned parcel, and exploring a shared investment of resources to develop a regional park. The land swap would involve the County trading its 105 acres for similar acreage adjacent to the City of Tracy Legacy Sports Complex (APN 212-150-01). The opportunity to establish a regional park in this area would provide contiguous park facilities north of Larch Road between Tracy Boulevard and Corral Hollow Road and expand park services for both City and County residents.

The City and the County have had several informal discussions about the joint partnership and land swap concept. The following section discusses the proposed partnership and project concept and other approvals required of the County. Options regarding next steps are also addressed for Council consideration.

Proposed Partnership and Project Concept

The project concept is that the County would swap existing land (Holly Sugar) purchased from the City in 2010 for land adjacent to the City of Tracy Legacy Sports Complex and construct a regional park. The opportunity to establish a regional park in this area would provide contiguous park facilities north of Larch Road between Tracy Boulevard and Corral Hollow Road and expand park services for both City and County residents.

While the cost of ongoing maintenance still has not been determined, a previous idea floated by the City involved the County developing the park and the City assuming all annual park maintenance expenses.

In order to pursue this potential partnership, several steps are required, including understanding the State approval requirements for a potential land swap, given that the County purchased the acreage with State Park funds.

Approval Requirements

County staff indicated that it must obtain approval from the California Department of Parks and Recreation, Office of Grants and Local Services, and Federal National Park Service before entering into a land swap agreement with the City.

The approval process requires several action items, including but not limited to:

- Conducting an appraisal of both properties that meets Uniform Appraisal Standards for Federal Land Acquisitions;
- Providing a Willing Seller letter from the City;
- Developing a Parcel Map, Legal Description and Conceptual Site Plan with a description of the public input process used to select the park site; and
- Ensuring the completion of required contamination analyses, environmental clearance in accordance with CEQA, Section 106 compliance evaluation and clear title research.

Staff requests Council direction on whether to begin negotiations with the County for the land swap, and if appropriate the potential development and future maintenance of a South County regional park. As part of its FY 2014/15 budget development process, the County has allocated \$160,000 to develop a conceptual design and initial cost estimates, including land-related fees and environmental reviews for the South County Park.

Proceeding with negotiations will allow staff time to confirm the costs of the land swap, including those associated with the state and federal approval process and explore options related to the development and future maintenance of the regional park.

It is recommended that Council direct staff to proceed with negotiations and provide a status report in November 2014 regarding initial costs associated with the land swap and future park maintenance.

STRATEGIC PLAN

This agenda item supports the City Council approved Quality of Life Strategy;

Goal 1: Improve current recreation and entertainment programming and services to reflect the community and match trending demands

Goal 2: Address City amenities and facility usage with an emphasis on accessibility and streamlined services.

FISCAL IMPACT

There is no fiscal impact associated with the acceptance of this status report.

RECOMMENDATION

That City Council, accept the status report and direct staff whether or not to proceed with negotiations with the County to pursue a land swap to potentially develop a regional park and provide a status report in November 2014 regarding initial costs associated with the land swap and future park maintenance.

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August 19, 2014
Page 4

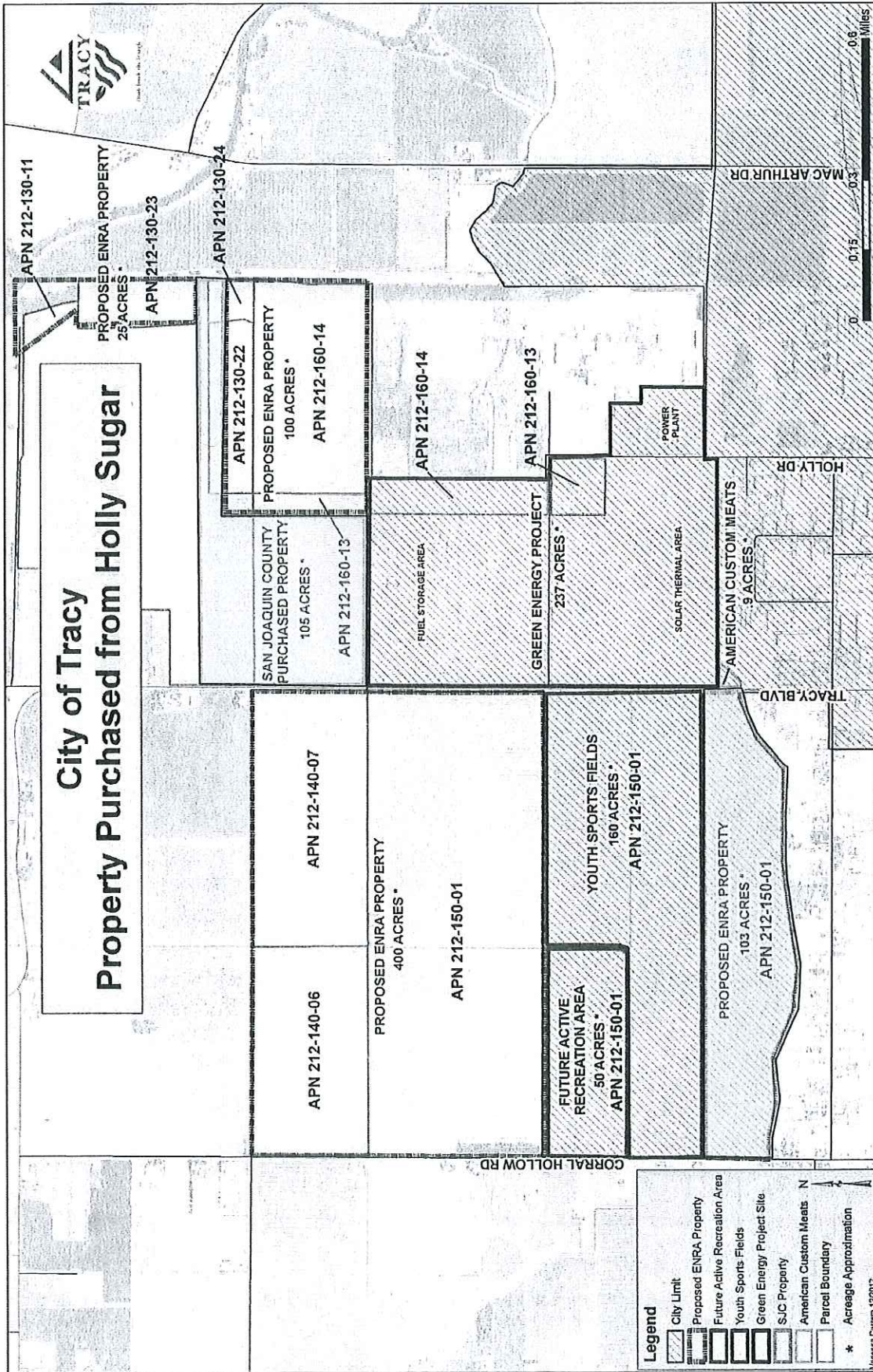
Prepared by: David Ferguson, Public Works Director

Reviewed by: Kuldeep Sharma, Utilities Director
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENT

Attachment A: Map of properties involved in the proposed swap



AGENDA ITEM 7

REQUEST

ACCEPT ANNUAL REPORT OF THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY

The Measure E Residents' Oversight Committee bylaws state that its role is to review the independent financial reports necessary to advise the City Council of its findings and make recommendations during the term of the Committee.

Tonight, the Measure E Residents' Oversight Committee ("Committee") will:

1. Present its annual report on Measure E Fiscal Year 2012-2013 expenditures and revenues;
2. Present its findings regarding the status of the General Fund and the five-year forecast;
3. Provide recommendations with regard to the use of Measure E surplus funds;
4. State its support of the City continuing its on-going exploration of cost reductions and/or revenue enhancement strategies in preparation of Measure E expiring.

A summary of the report will be presented by Chairperson Michel Bazinet with the assistance of a Committee prepared PowerPoint presentation.

DISCUSSION

City Council established the Measure E Residents' Oversight Committee ("Committee") for the purpose of overseeing revenues generated by, and expenses related to, the one-half cent sales tax measure (Measure E), which was adopted by the voters in November 2010. The current members of the Committee are Michel Bazinet (Chairperson), Kevin Tobeck (Vice-Chairperson), John Ferguson, Teresa Kandes, and Larry Fragoso.

The Committee's responsibilities include the following:

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

The Committee's roles and responsibilities do not include the following:

- Decision-making on spending priorities;
- Oversight on Enterprise and other funds generated independent of Measure E;

- Reviewing Enterprise and, except to the extent necessary for the General Fund, other funds generated independently of Measure E.

Thus, in response to reporting on the prior year's (FY2012-2013) Measure E revenues and expenditures, the Committee finds that that per the audited financial report of Moss, Levy, and Hartzheim, LLP, the City received \$6,469,067 in Measure E revenues (\$558,759 more than the prior year) and it was deposited for use in the City's General Fund.

The Committee's report also illustrates the need for Measure E revenue by citing structural deficits the City would, and may, realize without Measure E. It emphasizes a need for the City to continue its efforts to reduce expenditures and revenue enhancement strategies to continue to have a balanced budget in future years because Measure E sunsets in 2016.

STRATEGIC PLAN

This item is in accordance with Council Governance Strategy, Goal 2: Ensure continued fiscal sustainability through budgetary and financial stewardship; Objective 3: Enhance Fiscal Transparency.

FISCAL IMPACT

No fiscal impact is associated with this agenda item.

RECOMMENDATION

It is recommended that the City Council accept the annual report from the Measure E Residents' Oversight Committee.

Prepared by: Anne Bell, Management Analyst II, Administrative Services Department

Reviewed by: Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Measure E Residents' Oversight Committee 2014 Annual Report (for Fiscal Year 2012-2013)



MEASURE E RESIDENTS OVERSIGHT COMMITTEE 2014 Annual Report

Authors: Measure E Residents Oversight Committee
Creation Date: April 15, 2014
Last Updated: June 11, 2014
Document Version : 2.0
Status: FINAL

Document Control

Contributors

Name	Role	Content Contribution
John Ferguson	Measure E Residents Oversight Committee	
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Larry Fragoso		
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Change Record

Date	Name	Version	Change Reference
4/20/14	Michel Bazinet, John Ferguson	0.1	Initial draft
4/21/2014	Michel Bazinet, John Ferguson	0.2	Committee comments and addition of summary in section 3
5/14/2014	Michel Bazinet, John Ferguson	0.3	Incorporated revised revenue & expenditure forecasts
6/1/2014	Michel Bazinet, John Ferguson	1.0	Minor edits; added new recommendation based on committee comments
6/11/2014	Michel Bazinet, John Ferguson	2.0	Minor edits

Document References

Title	Date	Source
Auditor's certification of Measure E revenue for FY ending Jun 30, 2013	Dec 11, 2013	Moss, Levy & Hartzheim, LLP
Acceptance of the City of Tracy's Comprehensive Annual Financial Report (CAFR) for FY Ending Jun 30, 2013	Jan 7, 2014	Tracy city council meeting, agenda item 1.C
Fiscal Year 2013/14 General Fund Mid-Year Budget Performance Report and Five Year Financial Plan Update – not yet available	Feb 18, 2014	Tracy city council meeting, agenda item #4
FY 13/14 General Fund Mid-Year Budget Review, Budget Performance and Status Report (For Q2 Ending Dec 31, 2013)	Feb 18, 2014	Presentation by Jenny Haruyama to Tracy city council
Workshop to review and the proposed FY2014/15 city budget, five year forecast and general fund reserves	Jun 3, 2014	Tracy city council meeting, agenda item 4

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7. Appendix C – Impartial Analysis of Measure E.....

8. Appendix D – Auditor Report – FY Ending June 30, 2013.....

1. Overview

This report was approved and adopted by a unanimous vote of the Measure E Residents Oversight Committee on 6/9/2014.

1.1 Introduction

Measure E is a ballot proposition approved by voters in the City of Tracy in November 2010, passing with 58.3% of the vote. The measure adds 0.50% to the sales tax rate charged on goods and services sold within the geographic boundaries of the City of Tracy for a 5 year period. This sales tax rate increment serves to add sales tax revenue to the City's General Fund, giving the City time to eliminate the structural financial deficit in its General Fund by aligning expenditures with non-Measure E sources of revenue before the expiry of Measure E.

Implementation of the incremental Measure E sales tax rate became effective April 2011 and expires in March 2016. Terms of the Measure E ballot initiative calls for a Measure E Residents Oversight Committee (MERO) composed of five members appointed by city council from applicants who reside within the boundaries of Tracy's city limits.

1.1.1 MEROC Roles and Responsibilities

As specified in the ballot measure, the role of the MEROC is:

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

This 2014 report is the third annual MEROC report covering the City's 2013/14 fiscal year and its 4 year financial forecast ending in the 2016/17 fiscal year.

1.1.2 Prior Year Activities

In accordance with the guidelines provided in the Notice of Council-Appointed Committee Vacancy dated January 19, 2011 and as set forth in the Measure E Residents' Oversight Committee Bylaws adopted by Resolution 2013-019 of the Tracy City Council dated January 18, 2011 and amended on February 19, 2013 (Resolution 2013-023), the Measure E Oversight Committee has reviewed the following:

- Independent financial audit report of Moss, Levy, and Hartzheim, LLP, Certified Public Accountants;
- City of Tracy sales and use tax forecasts;
- City of Tracy General Fund adopted budgets and 5 year forecasts;
- Miscellaneous reports, worksheets, and analysis related to fiscal issues of the City.

On the basis of the documents presented above, the Measure E Oversight Committee reports the receipt of \$6,469,067 in Measure E revenues in the fiscal year ending June 30, 2013. This amount was deposited in the City's General fund.

1.1.3 Future Year Activities

As advisors to the City Council, the MEROc has been engaged in lengthy discussions with City staff related to the potential/recommended uses of revenues generated by Measure E. While more data is currently available this year due to the gathering of information over two complete fiscal years since Measure E has been in effect, these discussions continue to be largely exploratory. However, it is the Committee's understanding that Measure E is expected to provide an average of approximately \$6 million in additional revenue per year to the City's General Fund. Over time, in conjunction with other cost savings initiatives independent of this Committee's oversight, these additional revenues will help the City achieve a balanced budget with prudent reserve balances.

Accordingly since Measure E will end in 2016, the Committee is examining the magnitude and timing of debt accrual with the objective of providing the City Council with recommendations to plan General Fund expenditures beyond Fiscal Year 2016 without Measure E's additional revenue.

The Committee recognizes that, while Measure E is a general fund tax, there are many interpretations related to the intended purpose of Measure E revenues. Our objective is to carefully understand and integrate multiple points of view, the creative inputs from Measure E commissioners, City staff and other stakeholders, within the scope of the Bylaws of the Oversight Committee. The results are an advisory recommendation which is presented in a later section of this report.

2. Financial Analysis

2.1 General Fund FY 2013/14 Income Statement & 5 Year Forecast

2.1.1 Income statements with and without Measure E revenues

General Fund FY 2012 & 2013 Actual, 2014 Projection and 3 Year Forecast (in \$ millions)												
	2012		2013		2014		2015		2016		2017 After Measure E	
	Actual	No ME	Actual	No ME	Estimate	No ME	Forecast	No ME	Forecast	No ME	Forecast	No ME
Revenues	50.63	44.72	54.12	47.65	54.70	47.90	58.30	51.30	57.80	50.60	55.30	53.80
Expenditures	(49.26)	(49.26)	(49.47)	(49.47)	(50.00)	(50.00)	(56.40)	(56.40)	(56.00)	(56.00)	(57.90)	57.90
Surplus (Deficit)	1.37	(4.54)	4.65	(1.82)	4.70	(2.10)	1.90	(5.10)	1.80	(5.40)	(2.60)	(4.10)
Transfers Out	(1.42)	(1.42)	(2.69)	(2.69)			(1.20)	(1.20)				
Change fund balance	(0.05)	(5.96)	1.96	(4.51)	4.70	(2.10)	0.70	(6.30)	1.80	(5.40)	(2.60)	(4.10)
Amount of Measure E tax revenues	5.91		6.47		6.80		7.00		7.20		1.50	

* Each fiscal year is restated to exclude the amount of Measure E revenues reported in City of Tracy financial statements and forecasts

2.1.1.1 Income statements with Measure E tax revenues

The current and projected City of Tracy financial income statements show the existing and projected General Fund surplus (deficit) by fiscal year inclusive of Measure E tax revenues. As reported in the City's financial statements and as shown in the above table, the current and projected surpluses and deficits from FY 2012 to FY 2017 are as follows;

- 2012 – surplus: \$1.37M
- 2013 – surplus \$4.65M
- 2014 – surplus \$4.70M
- 2015 – surplus \$1.90M
- 2016 – surplus \$1.80M
- 2017 – deficit: \$2.60M (after Measure E)

One issue we wish to point out is that the official City CAFR (Comprehensive Annual Financial Report) income statements serve to mask the extent of the City's structural deficit in its General Fund which is bolstered on average by more than \$6M annually in Measure E tax revenues. The City income statements do not clearly show to what extent the City is succeeding in its efforts to decrease its reliance on Measure E funds before the programmed expiry of Measure E in 2016.

2.1.1.2 Income statements without Measure E tax revenue

The General Fund's structural deficit level is brought into clear focus when income statements are recalculated to exclude Measure E tax revenues. Excluding these revenues from the income statements and forecasts, we see a different picture and a more accurate pattern in the General Fund:

- 2012 – deficit: \$4.54M
- 2013 – deficit: \$1.82M
- 2014 – deficit: \$2.10M
- 2015 – deficit: \$5.10M
- 2016 – deficit: \$5.40M
- 2017 – deficit: \$4.10M (after Measure E)

Based on the City's General Fund revenue and expenditure forecast for fiscal years 2012 to 2017, the structural deficit is leveling off this fiscal year (FY ending 2014) but shows sharp increases starting next year (FY 2015) and not showing significant improvement until FY 2017 which is the year following the expiry of Measure E.

2.1.1.3 FY 2015 – A big change in fiscal outlook

A quick look at the general fund revenue/expenditure statement (excluding Measure E sales tax revenues) shows a significant reduction in the structural deficit in FY 2013 and a slight increase this year in FY 2014.

FY	Amount (\$ Millions)			% Increase(Decrease)		
	Rev	Exp	Sur/(Def)	Rev	Exp	Sur/(Def)
2012	44.72	49.26	(4.54)			
2013	47.65	49.46	(1.81)	6.6	0.4	-60.1
2014	47.90	50.00	(2.10)	0.5	1.1	16.0
2015	51.30	56.40	(5.10)	7.1	12.8	143.9
2016	50.60	56.00	(5.40)	-1.4	-2.8	-14.3
2017	53.80	57.90	(4.10)	6.3	3.4	-24.1

In FY 2015 however the deficit is projected to increase by 144% from \$2.1M this fiscal year to \$5.1M next year in FY2015. This large increase in the FY2015 structural deficit is due to disproportionate increases in expenditures compared to revenues. In that year revenues are forecasted to increase by 7.1% while expenditures are forecasted to increase by 12.8%.

3. Measure E Residents Oversight Committee Certification of Results

Based on the reported results in the City of Tracy audited financial statements, the Measure E Residents' Oversight Committee attests that Measure E funds received in the fiscal year ending June 30, 2013 in the amount of \$6,469,067 was deposited in the City's General Fund in accordance with the terms of Measure E.

As shown in the table below, the General Fund surplus for FY 2013 was \$4,652,914. Portions of this surplus in the amount of \$2,693,468 were transferred out to fund debt service and capital projects. The remaining amount of \$1,959,446 increased the General Fund ending balance to \$28,893,582.

Statement of Revenues, Expenditures & Change in General Fund Balances FY Ending Jun 30, 2013 (Measure E Committee Summary)	
	Amount (\$)
Non-Measure E Revenues	47,646,212
Measure E Revenue	6,469,067
Total Revenue	54,115,279
Expenditures	49,462,365
Surplus (Deficit)	4,652,914
Transfers Out	
- Debt service	1,175,000
- To capital projects	1,518,468
Total Transfers Out	2,693,468
Change fund balance	1,959,446
Fund Balance Jul 1, 2012	26,934,136
Fund balance Jun 30, 2013	28,893,582

4. Conclusions and Recommendations

4.1 Conclusions

As shown in the previous table and chart, the city's financial position is showing signs of improvement due to a combination of some recoveries in sales tax revenues and due to the positive impacts of the City's cost containment policies and programs.

4.1.1 Projected surplus/deficit this year (FY ending 2014)

For the fiscal year ending in 2014, the City is projecting revenues of \$54.70M and expenditures of \$50.00M with a resulting projected surplus of \$4.70M. The projected revenues include \$6.80M of Measure E sales tax revenues which were used to pay General Fund expenditures in compliance with the provisions of Measure E.

Excluding Measure E tax revenues from fiscal year 2014 projections, non-Measure E revenues are projected at \$47.90M and expenditures are \$50.00M resulting in a projected structural deficit of \$2.10M this fiscal year.

4.1.2 Forecasted results after expiry of Measure E

The City is currently projecting a General Fund structural deficit of \$4.10M in fiscal year ending 2017 which is the first year the City will operate without the benefit of Measure E tax revenues.

While the City should be congratulated for making great strides in bridging the gap between expenditures and non-Measure E revenues, the persistent levels of structural deficit levels leading up to and following the expiry of Measure E should be a concern to Tracy taxpayers.

The City's revenue and expenditure projections continue to paint a negative financial condition in the general fund requiring draw downs of rainy day reserves in the fiscal year ending in 2017.

4.2 Recommendations

Given that the Tracy electorate voted for the Measure E sales tax increase based on the stipulation that it would expire in 2016 and that the City would not seek to extend or renew it past that year, the City must continue to implement additional revenue enhancement and cost reduction strategies so as to align its anticipated General Fund expenditure levels to revenues.

4.2.1 Reservation and use of Measure E surplus funds

To the extent that General Fund revenues (inclusive of Measure E tax revenue) exceed General Fund expenditures in any given fiscal year, it is the recommendation of the Committee that the resulting “Measure E” surplus be reserved to a special fund. This special fund would be used to finance one-time operating measures or capital projects that serve to reduce General Fund operating expenses. The Measure E surplus would not be used to fund ongoing operations or to shore up General Fund reserves which are currently at healthy levels.

4.2.2 Supplemental (exclusive of Measure E) financial statements and forecasts

The Committee recommends that staff supplement the official General Fund CAFR income statements and forecast with tables and charts that show results excluding Measure E sales tax revenues. These recalculated tables and charts (as used in this report) serve to highlight the progress the City is making towards the alignment of General Fund expenditures and non-Measure E revenues.

4.2.3 Identification of additional revenue enhancement and cost reduction opportunities

The Committee is concerned that the City is not on a path to close its projected yearly General Fund structural budget deficits by 2016. The Committee strongly recommends that City council and staff continue to explore additional revenue enhancement and cost reduction opportunities in order to align General Fund revenue and expenditure levels in anticipation of the expiry of Measure E in the year 2016.

As part of its economic development strategy and its need to diversify its revenue sources beyond retail sales and property taxes, the city should explore the feasibility of utilizing existing and future physical assets to develop event-based revenue sources that generate additional revenue streams for local businesses.

Local, regional and national sports league competitions and events when hosted in Tracy have the potential of adding significant hospitality revenues to the local economy. As the city gets to keep ALL of the Transient Occupancy Tax (TOT) received within city limits, even moderate levels of increased hotel stays and restaurant visits by event participants would have a material positive effect on local businesses and city occupancy tax revenues.

By increasing the paid usage of city-owned recreational and performing arts facilities organized events would proportionately increase their level of cost recovery.

5. Appendix A – Projected General Fund Balance

At the end of the 2013 fiscal year, the City of Tracy general fund had an actual audited balance of \$28.90M. Inclusive of Measure E tax revenue, the general fund balance is projected to be \$33.50M by FY 2017.

Forecast of General Fund Balance 2012 – 2017 (in \$ millions)			
Fiscal Year Ending	Surplus (Deficit)	Transfers Out	General Fund Balance
2012 (actual)	1.37	(1.43)	26.94
2013 (actual)	4.65	(2.69)	28.90
2014 (projected)	4.70		33.60
2015 (forecast)	1.90	(1.20)	34.30
2016 (forecast)	1.80		36.10
2017 (forecast)	(2.60)		33.50

6. Appendix B – Measure E Question on Voter Ballot

To help prevent additional budget cuts and maintain City services, including: police (patrol, 911, command, gang/narcotics enforcement, crime investigations, other police services); fire protection, emergency services, and other fire services; park/sports field maintenance; support services; senior, teen, and youth services; art programs; and other general services, shall the City of Tracy enact a ½ cent sales tax, expiring in five years, with resident oversight, annual independent audits, and all funds used for City of Tracy services only?

7. Appendix C – Impartial Analysis of Measure E

ONE-HALF CENT TRANSACTIONS AND USE (SALES) TAX

The Tracy City Council has placed Measure E on the ballot to ask the voters of Tracy if the City should enact a 1/2 cent sales tax for five years. The sales tax is also referred to as a transactions and use tax. If approved by a majority of the voters, the 1/2 cent sales tax would become operative on April 1, 2011. The proposed increased City of Tracy sales tax would be collected at the same time and in the same manner as existing sales taxes.

If Measure E is approved, the proposed increased sales tax will expire five years after it starts being collected.

This 1/2 cent sales tax would be a general tax, meaning that the revenue raised from the tax would go into the City's general fund and could be used for any municipal governmental purpose. Municipal governmental purposes include: police (patrol, 911, command, gang and narcotics enforcement, crime investigations, other police services); fire protection, emergency services, and other fire services; park and sports field maintenance; support services; senior, teen, and youth services; art programs; and other general functions and services.


If Measure E is approved, the City's independent auditors will be required to complete a financial audit report, by no later than December 31st of each year, which will include the revenue raised and expended by this tax. Also, if Measure E is approved, the Tracy City Council will establish a Residents' Oversight Committee to review the expenditure of the revenue from this tax prior to any collection of the tax. The Committee will consist of five members to be appointed by the Mayor and approved by the City Council. The terms of the Committee members and their specific duties will be established by resolution of the City Council.

Submitted by: Daniel G. Sodergren, Tracy City Attorney "The above statement is an Impartial Analysis of Measure E"

8. Appendix D – Auditor Report – FY Ending June 30, 2013

Based on the reported results in the City of Tracy audited financial statements, the Measure E Residents' Oversight Committee attests that Measure E funds received in the fiscal year ending June 30, 2013 in the amount of \$6,469,067 was deposited in the City's General Fund in accordance with the terms of Measure E.

Measure E Residents' Oversight Committee 3/10/14 Meeting, Agenda Item 8

 **MOSS, LEVY & HARTZHEIM LLP**
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
RONALD A. LEVY, CPA
CRAIG A. HARTZHEIM, CPA
HADLEY Y. HUI, CPA

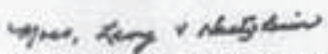
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CULVER CITY, CA 90230
TEL: 310.670.2745
FAX: 310.670.1889
www.mlhcpas.com

Honorable Mayor and City Council
City of Tracy
Tracy, California

Re: Measure E (one half cent sales tax)

We have audited the financial records of the City of Tracy for the fiscal year ending June 30, 2013 reported in our Independent Auditor's Report which accompanies the City's Comprehensive Annual Financial Report. Included in this audit was the examination of tax proceeds from the City's Measure E – one half cent sales tax approved by Tracy voters in November 2010 and commencing for a 5 year period on April 1, 2011. The amount of Measure E tax proceeds received and recorded during the fiscal year ending June 30, 2013 was \$6,469,067. Measure E is a general tax of the City of Tracy and as such, said amount was deposited into the City's General Fund. Expenditures for a variety of City functions were subsequently made from the City's General Fund. A listing of expenses utilizing Measure E revenue and other revenue of the City can be found on page 28 of the City's Comprehensive Annual Financial Report.


Moss, Levy & Hartzheim, LLP
Culver City, California
December 11, 2013

OFFICES: BEVERLY HILLS - CULVER CITY - SANTA MARIA

MEMBER AMERICAN INSTITUTE OF C.P.A.'S - CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS - CALIFORNIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

**CITY OF TRACY
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
For the Fiscal Year Ended June 30, 2013**

	General	Housing Successor	North East Industrial Plan Area #1	Other Governmental Funds
REVENUES				
Taxes	\$ 37,134,728	\$ -	\$ -	\$ 3,387,774
Licenses, permits, and fees	3,375,983			187,893
Fines and penalties	568,473			1,556
Use of money and property	370,414	104,368	37,360	187,559
Intergovernmental	2,202,373			13,835,577
Charges for services	8,930,270			218,952
Special assessments	363,536		277,330	12,765,551
Contributions	47,847			1,839,353
Other revenues	1,123,655			503
Total Revenues	54,115,279	104,368	314,690	32,402,818
EXPENDITURES				
Current:				
General government				287,010
Economic development	293,450			82,241
General government	3,168,356			
Finance	2,083,120			
Non-departmental	190,310			350,197
Public safety				7,008
Police	21,480,576			
Fire	8,751,942			6,553,273
Public works				184,948
Development and engineering	6,284,544			
Public works	3,587,936			4,503,298
Culture and leisure				
Cultural arts	1,480,819			
Parks and community services	1,848,715			
Intergovernmental				
Capital outlay	312,597		3,675,980	19,475,984
Debt service:				
Principal payments				220,000
Interest and fiscal charges				1,351,941
Total Expenditures	49,462,365	104,368	3,675,980	32,995,900
Excess of Revenues over (under) Expenditures	4,652,914	104,368	(3,361,290)	(593,082)
OTHER FINANCING SOURCES (USES)				
Transfers in			16,400,000	4,199,855
Transfers out	(2,693,488)			(17,948,487)
Total Other Financing Sources (Uses)	(2,693,488)		16,400,000	(13,748,532)
Net Changes in Fund Balances	1,959,446	104,368	13,038,710	(14,341,614)
Fund Balances, July 1, 2012:	28,934,136	2,837,643	180,998	106,402,051
Fund Balances, June 30, 2013	<u>\$ 28,893,582</u>	<u>\$ 2,942,011</u>	<u>\$ 13,219,708</u>	<u>\$ 92,060,437</u>

The notes to the basic financial statements are an integral part of this statement.

AGENDA ITEM 8

REQUEST

ACCEPT STATUS REPORT ON THE YOUTH SPORTS LEAGUES LEGACY FIELDS PROJECT, PROVIDE DIRECTION ON POSSIBLE CITY ASSISTANCE TO THE LEAGUES, AND AUTHORIZE TERMINATION OF THE LEASE WITH THE TRACY FUTBOL CLUB

EXECUTIVE SUMMARY

As directed by Council on May 6, 2014, staff has prepared a status report regarding Phase 1 of the Legacy Fields Sports Complex project and development of sports fields by local youth sport leagues. In particular, this report discusses the status of lease payments, readiness for field construction, field minimum and full-specification standards, and estimated construction costs. To facilitate the construction and completion of League Fields, it is recommended that the City through a pilot program, provide marketing and fundraising resources to identify alternative sources of funding, in-kind services, materials, and financing opportunities.

DISCUSSION

Background:

Since 2008, the City has collaborated with various youth sports leagues to explore ways to facilitate the construction sports fields given growing demand. During those discussions, the participating sports leagues determined that by entering into a fair market lease arrangement with the City, they could expedite the development of the fields.

On August 7, 2012 and September 4, 2012, the City Council approved Property Development and Lease Agreements with Tracy Little League (TLL), Tracy Babe Ruth (TBR), Tracy Youth Soccer League (TYSL), and Tracy Futbol Club (TFC).

As part of this agreement, the City agreed to make several infrastructure improvements, including the design of the entire site, creation of comprehensive specifications, infrastructure construction, and grading.

On December 17, 2013, the City Council accepted the completed infrastructure project for a total General Fund commitment of \$11,329,870. By accepting the infrastructure project, the leagues had access to the site and could begin constructing the fields. Per the lease agreement, the leagues have five years (until December 2018) to construct the fields to a minimal standard "suitable" for league play; however, the fields must be constructed to City standards and specifications within fifteen years, or by December 2028. The leagues could maintain the fields at the minimum standard between the years 2018-2028 until they raise enough funds to complete the fields to the required standards. Once built, the leagues would have twenty sports fields (twelve baseball fields and eight soccer fields).

Over the last several months, the City has been communicating with the leagues to assess their readiness to begin field construction, and discuss current lease requirements and options to help facilitate the development of the fields. To date, one of the four leagues is ready to begin construction.

Status of Lease Requirements:

Lease Payment: Two lease requirements are due or past due. The annual lease payments were due to the City in January 2014. To date, three of the four leagues have submitted their lease payments, with the exception of TFC. TFC has communicated to staff that it has no intentions to pay the lease or to build the fields. After several conversations with TFC with regard to its ability to move forward, staff sent TFC a Notice to Cure Default on January 30, which provided TFC with 30 days to pay its lease obligation. Because the City has not received TFC's lease payment, staff requests that Council authorize the termination of the TFC agreement. This will allow other leagues who have expressed an interest in building fields to begin discussions with the City for the current TFC designated area.

Phased Development Plan: A second requirement is for the leagues to provide the City with a phased development plan. A phased development plan outlines the elements of the fields that will be built, provides the timeline they anticipate it will take to build the fields, and delineates the amount of money the leagues have raised for construction of the fields. To date, the TLL is the only league that has submitted a phased development plan. In fact, TLL is attempting to move forward with construction within the funding and in-kind services it has secured.

League Readiness to Begin Field Construction:

Staff met with TLL, TBR, and TYSL to discuss their progress on the development of fields and identify any barriers to such development. So far, as it would for any development, staff has provided information on licensing, permitting, and construction requirements.

Tracy Little League: As previously mentioned, TLL is moving forward with construction and is currently working with Odyssey Landscaping to provide various services for the project. TLL plans to build five fields by April 1, 2015, with its current available funding and with assistance from parent volunteers and local businesses.

Tracy Babe Ruth: TBR is also working with Odyssey Landscaping and is preparing a phased development plan for submittal to the City. TBR plans to construct two fields before its next season (Spring 2015) with available funding and assistance from parent volunteers and local businesses.

Tracy Youth Soccer League: Currently, TYSL is not ready to submit a phased development plan or to build fields due to limited funding. TYSL is working with parents and local business to seek assistance for field construction.

City Standards and Specifications:

Over recent months, significant discussions were held with the leagues regarding the City’s “minimum” standards requirement in the short term (within five years) vs. the City’s standards requirements which must be met in the long term (no later than fifteen years from date of agreement). The leagues requested further clarification regarding the minimum standards requirement and any allowances that could be made, while still ensuring safe, playable fields.. The following sections discuss the differences between minimum standards and City standards and specifications, and cost of each.

Short Term (within 5 years) minimum field standards: Staff worked with Verde Design, the City’s consultant, to further define the minimum standard as it relates to building fields that are safe and “suitable for league play,” while taking the leagues’ feedback and concerns into consideration. The minimum standard definition revolves primarily around safety and drainage requirements to ensure the integrity of the field for maximum field use and sustainability.

Table 1 below illustrates the estimated cost for materials for each league to construct the fields with the minimum required improvement. This cost does not reflect labor costs, which are estimated to be offset through volunteers and donated labor. These cost estimates include only minimum facilities (includes drainage, irrigation, grading, soil prep, backstops, grass and do *not* include restrooms, dugouts, concessions, bleachers, lights, and all landscaping).

Table 1: Summary of Legacy Fields Construction Cost – Phase 1 (w/in 5 Years (by 2018))

Legacy Fields Phase 1 Summary of Material Costs for Construction w/Minimum Standards*			
Sports Leagues	Cost per Field (Materials)	Number of Fields	Total Cost (Materials)**
Little League Baseball - 45/60 x 225 Field	\$141,786	5	\$708,930
Little League Baseball - 90 x 396 Premier Field	\$357,406	2	\$714,812
Babe Ruth Baseball	\$173,680	5	\$868,400
Tracy Futbol Club	\$109,803	4	\$439,212
Tracy Youth Soccer League	\$109,803	4	\$439,212
Total Estimated Phase 1 Project Costs		20	\$3,170,566

*Labor costs cannot be estimated due to the League’s using volunteer or donated labor

**Does not include labor costs

Long Term City Standards and Specifications(within 15 years):

The long term specifications call for full build out of the complex, including restrooms, concessions, storage facilities, field lights, perimeter fencing, complete drainage, bullpens, bleachers, and scoreboards.

Estimates show that to build the fields to City standards and specifications, it would cost the leagues approximately \$19.7 million to build the fields and \$25 million if the City built the fields-- a \$5.3 million dollar difference.

To date, Tracy Little League has confirmed that it will construct three of its seven fields; however, the remaining leagues are unable to move forward due to fundraising and limited technical support. Based on feedback from all of the participating leagues, staff identified three options for Council consideration that could facilitate the development and construction of Legacy Fields.

OPTION 1:

Marketing and Fundraising Support: As a part of a pilot program, the City would contract with a marketing and fundraising consultant that is experienced in assisting local non-profits market and raise funds for their programs. The City could offer this program to a limited number of local non-profits and invite the Legacy Fields non-profits to participate. The consultant could provide the leagues with the tools they need to identify alternative sources of funding, in-kind services, materials and financing opportunities. A one-time allocation of \$100,000 could be established while the pilot program is implemented. The pilot program could be re-evaluated when the initial funding allocation is depleted prior to re-allocating additional funds.

OPTION 2:

City Constructs On-Site Drainage and Irrigation: The City constructs the on-site drainage and irrigation infrastructure at a cost of \$5 million. Staff does not recommend this option because of the magnitude of the costs. In addition, this option would require the leagues to pay prevailing wages to anyone paid to work on their project, whether paid by the leagues or paid by somebody else (e.g. a landscape contractor who donates labor but pays that labor out of the landscape contractor's pocket), which will substantially increase the cost to the leagues.

OPTION 3:

City Constructs all fields to City's Standards and Specifications: The City may opt to construct all fields to the City's standards and specifications and invest an additional \$25 million for a total General Fund investment of \$36 million. Staff does not recommend this option because of the magnitude of the costs and currently unfunded priority General Fund projects (See Attachment 1: Unfunded General Fund CIP Projects).

Staff recommends that Council consider Option 1 as the viable option. This option provides the Leagues with the maximum support to initiate their fundraising and marketing needs, while allowing the Leagues time to build the fields based on their available resources and preferred timing.

STRATEGIC PLAN

This agenda item supports the Quality of Life Strategic Plan and specifically implements the following goal and objective:

Goal 2b: Address city amenities and facility usage with an emphasis on accessibility and streamlined services.

Objective 2b: Explore public-private facility initiatives geared towards a multi-use facility.

This agenda item also supports the Economic Development Strategic Plan and specifically implements the following goal and objective:

Goal 2: Attract retail and entertainment uses that offer residents quality dining, shopping and entertainment experiences.

Objective 2: Increase the entertainment and recreational opportunities and events that draw people into Tracy.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The \$100,000 recommended for implementing the pilot program would be taken from the Legacy Sports Field Phase 1 project (CIP 78115). If Council directs staff to implement Options 2 or 3, the fiscal impact to the General Fund will vary.

RECOMMENDATION

That the City Council, accept the Youth Sports Leagues Legacy Fields status report; authorize termination of the lease with the Tracy Futbol Club and approve Option 1, providing the initial start-up support to fields while incurring no additional General Fund impact.

Prepared by: Brian MacDonald, Management Analyst II

Reviewed by: Don Scholl, Superintendent: Parks, Sports Fields & Trees
David Ferguson, Director of Public Works
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Attachment: 1- Unfunded General Fund CIP Projects

Ranking: "A" if need is within 1 year; "B" if need is in 3 years; "C" if need is in 5 years;
 "D" if need is beyond 5 years.
 NR = Not Ranked

Unfunded General Fund Capital Improvement Project Rankings, FY 14/15

"A" - "D" Timing Ranking	Numerical Ranking (1=Greatest Priority)	Description	Fund 301 Amount	Estimated Total Cost
General Government & Public Safety				
A	3	Expansion of Pub Wks Facility-Phase 2	\$ 3,417,260.00	\$ 7,845,000.00
B	1	Public Safety Radio Tower	\$ 1,682,000.00	\$ 1,718,925.00
B	1	Public Safety Training Facility	\$ 17,245,000.00	\$ 17,245,000.00
B	2	Recarpting/Repainting Police Facility	\$ 168,000.00	\$ 168,000.00
B	3	Police Technical Facility	\$ 1,214,000.00	\$ 1,214,000.00
C	1	Police Facility Remodeling	\$ 1,516,800.00	\$ 1,516,800.00
C	2	Police Firearms Training Facility - Future	\$ 2,205,800.00	\$ 2,205,800.00
C	3	New Animal Shelter, Phase II	\$ 3,145,000.00	\$ 3,145,000.00
NR	NR	Retrofit Water Towers	\$ 400,400.00	\$ 400,400.00
Total General Government			\$ 30,994,260	\$ 35,458,925
Streets & Highways				
C	NR	11th Street Beautification/ Chrisman to MacArthur	\$ 2,400,000.00	\$ 3,591,000.00
Total Streets & Highways			\$ 2,400,000	\$ 3,591,000

Ranking: "A" if need is within 1 year; "B" if need is in 3 years; "C" if need is in 5 years;
 "D" if need is beyond 5 years.
 NR = Not Ranked

Unfunded General Fund Capital Improvement Project Rankings, FY 14/15

"A" - "D" Timing Ranking	Numerical Ranking (1=Greatest Priority)	Description	Fund 301 Amount	Estimated Total Cost
<i>Airport & Transit</i>				
C	NR	FBO Facility-Main Airport Area	\$ 5,569,000	\$ 5,604,000
C	NR	FBO Facility-South Hangar Area	\$ 3,108,000	\$ 3,108,000
C	NR	Repairs - FBO Building	\$ 1,337,000	\$ 1,337,000
D	NR	Airport Land Acquisition	\$ 471,000	\$ 21,849,000
D	NR	Upgrade Tracy Blvd, south of Linne	\$ 2,943,000	\$ 2,943,000
D	NR	Sanitary Improvements-Airport	\$ 291,400	\$ 291,400
NR	NR	Airport Site Study	\$ 25,000	\$ 250,000
NR	NR	Pavement Rehab - Airport	\$ 1,334,750	\$ 5,603,990
Total Airport & Transit			\$ 15,079,150	\$ 40,986,390
<i>Parks & Recreation</i>				
B	1	Pool Replacement - Dr Powers Park	\$ 1,800,000	\$ 1,800,000
B	2	Dog Park Site- South Tracy	\$ 163,000	\$ 310,000
B	3	Pool Demolition - Dr Powers Park	\$ 393,500	\$ 393,500
B	4	Bikeway Rehab - various locations	\$ 32,500	\$ 177,500
B	6	New 50 Meter Pool - Dr Powers Pool	\$ 9,290,000	\$ 9,290,000
B	7	Bikeways to Legacy Sportsfield	\$ 580,000	\$ 580,000
Subtotal Parks & Recreation			\$ 12,259,000.00	\$ 12,551,000.00

Ranking: "A" if need is within 1 year; "B" if need is in 3 years; "C" if need is in 5 years;
 "D" if need is beyond 5 years.
 NR = Not Ranked

Unfunded General Fund Capital Improvement Project Rankings, FY 14/15

"A" - "D" Timing Ranking	Numerical Ranking (1=Greatest Priority)	Description	Fund 301 Amount	Estimated Total Cost
<i>Parks & Recreation, Continued</i>				
B	8	Other Miscellaneous Projects (7)	\$ 145,400	\$ 145,400
C	NR	Park Renovation - Dr Powers Park	\$ 1,334,000	\$ 1,334,000
C	NR	Bikeway Impvts - Future Phases over 4 yrs	\$ 190,000	\$ 590,000
C	NR	Park Revitalization - Future Phases	\$ 340,000	\$ 340,000
C	NR	Bicycle Motorcross Track	\$ 381,300	\$ 381,300
C	NR	Park Renovation - Lincoln Park, Phase II	\$ 379,000	\$ 379,000
D	NR	New Gymnasium/Multi-Purpose Facility	\$ 3,600,000	\$ 10,788,500
D	NR	Skate Park - 2nd Location	\$ 293,700	\$ 293,700
D	NR	Holly Sugar Youth Sports Park - Phase II	\$ 16,000,000	\$ 16,000,000
D	NR	Utilities Extension Holly Sugar Sportsfield	\$ 330,000	\$ 330,000
NR	NR	Renovations - Tracy Ball Park	\$ 5,000,000	\$ 5,000,000
<i>Total Parks & Recreation</i>			\$ 40,252,400	\$ 48,132,900
<i>Miscellaneous</i>				
A	1	Infrastructure Management Software	\$ 300,000	\$ 300,000
NR	NR	Housing Element Update	\$ 100,000	\$ 100,000
<i>Total Miscellaneous</i>			\$ 400,000	\$ 400,000
<i>Total Unfunded General Fund CIPs</i>			\$ 89,125,810	\$ 128,569,215

RESOLUTION _____

AUTHORIZING TERMINATION OF THE PROPERTY DEVELOPMENT AND LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY FUTBOL CLUB

WHEREAS, The Tracy Futbol Club defaulted on the lease payment of the first installment, and

WHEREAS, The City of Tracy submitted a Notice to Cure on January 30, 2014, and

WHEREAS, The Tracy Futbol Club failed to cure the default within 30 days, and

WHEREAS, Pursuant to sections 14.1, 14.2 and 14.3 of the Property Development and Lease Agreement, allows the City to terminate the Agreement;

NOW, THEREFORE, BE IT RESOLVED, That City Council hereby approves the termination of the Property Development and Lease Agreement between the City of Tracy and the Tracy Futbol Club.

The foregoing Resolution _____ was adopted by City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 9

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RJM DESIGN GROUP INC., FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE JOE WILSON POOL RENOVATION PROJECT - CIP 78152, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

During the May 20, 2014 City Council meeting, Council directed staff to move forward with a plan to reconstruct the Joe Wilson Pool. At the June 17, 2014, City Council meeting, Council approved the funding allocation to begin work on this project. The next step in the process is to begin the design phase in preparation for construction.

DISCUSSION

The Joe Wilson Pool was opened in 1983 and served as the main pool for residents of the City of Tracy for over 25 years. In 2009, the Joe Wilson Pool was closed as part of the City's financial cost saving measures during the recession. At the time of closure, the pool was in a deteriorating condition which has worsened over the past four years as only minimal maintenance has been performed at the site.

As part of the May 20, 2014, budget workshop, Council directed staff to renovate the Joe Wilson Pool. This action was one part of a broader plan to meet the community's aquatic needs. On June 17, 2014, Council approved funding to design, renovate, and construct the Joe Wilson Pool.

To ensure that the needs of the community are met, staff recommends contracting with RJM Design for design and construction management services as a sole source in lieu of engaging in a formal Request for Proposal (RFP) process. In 2010, staff solicited RFPs from consultants to design and prepare construction documents for the Aquatics Center. RJM competed in this process and of the 15 proposals submitted, was deemed the most qualified to perform the work. Because of RJM's unique qualifications, familiarity with the community, and their previous work on the Aquatics Center project, staff requests that the City Council find that compliance with the formal request for proposal procedure is not in the best interest of the City.

Attached as Exhibit A to this report is a Professional Services Agreement (PSA) outlining the scope of services which RJM would perform for this project. A summary of those services include:

- Preliminary design and scoping
- Public presentation
- Final design
- Prepare construction documents
- Assist with permitting and bidding

- Construction administration
- Additional services as needed

The total cost for these services is \$349,273.

The tentative timeline for completion of the Joe Wilson Pool Renovation Project is as follows:

Completed	Approval of Joe Wilson Pool CIP
August 2014	Award of Design Contract
February 2015	Completion of Design
May 2015	Award of Construction Contract
March 2016	Completion of Construction

STRATEGIC PLAN

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

FISCAL IMPACT

The total approved project budget for this project is \$3,523,000. Approximately \$1,909,000 was transferred from the Aquatics Center project (CIP 78054) to the Joe Wilson Renovation Project (CIP 78152). The remaining \$1,614,000 will be transferred from fund balance in the General Fund to fully fund the project.

The anticipated cost to operate and maintain the facility once construction is complete, based on current expenses, is \$117,400. A budget augmentation in this amount will be brought forward during the FY15/16 budget cycle.

RECOMMENDATION

That City Council, by resolution, approve a Professional Services Agreement with RJM Design Group Inc., of Sacramento, California, for design and construction management of the Joe Wilson Pool Renovation Project – CIP 78152, in an amount not to exceed \$349,273, and authorize the Mayor to execute the agreement.

Prepared by: Victoria Dion, City Engineer
Ed Lovell, Management Analyst II

Reviewed by: Andrew Malik, Development Services Director
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement with RJM Design Group Inc.

City OF TRACY
PROFESSIONAL SERVICES AGREEMENT
JOE WILSON POOL RECONSTRUCTION PROJECT

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and **RJM Design Group, Inc.** ("Consultant").

RECITALS

- A. CONSULTANT services are needed to provide professional services for the reconstruction of Joe Wilson Pool at Dr. Power Park.
- B. In 2010, staff solicited a Request For Proposal from consultants to complete the design and prepare construction documents for the Aquatics Center. After evaluation of fifteen submitted proposals, RJM Design Group of Sacramento was determined to be the most qualified consultant for the project. Since the Joe Wilson Pool Project has a similar scope of services and due to the time sensitivity of this project, staff did not go through a formal request of proposal process for this project but recommended RJM Design Group as a sole source for this project.
- C. The City and Consultant have reached an agreement for the performance of services in accordance with the terms set forth in the Professional Services Agreement. On August 19, 2014, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2014-_____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **John C. Courtney, ASLA.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or sub consultants, without City's prior written consent.
- 2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "C." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than

City OF TRACY -- PROFESSIONAL SERVICES AGREEMENT

Joe Wilson Pool Reconstruction Project

Page 2 of 6

the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. **INDEPENDENT CONTRACTOR STATUS.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or sub consultants, including any negligent acts or omissions. Consultant is Not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Consultant. Consultant is free to work for other entities while under contract with the City. Consultant is not entitled to City benefits.
4. **CONFLICTS OF INTEREST.** Consultant (including its employees, agents, and sub consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.
5. **COMPENSATION.**
 - 5.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed Three Hundred Forty Nine Thousand Two Hundred and Seventy Three Dollars (\$349,273.00). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.
 - 5.2 **Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3 **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.
6. **TERMINATION.** The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement; up to the date notice is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

City OF TRACY -- PROFESSIONAL SERVICES AGREEMENT

Joe Wilson Pool Reconstruction Project

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

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

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

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

9. **BUSINESS LICENSE.** Before beginning work under this Agreement, Consultant shall obtain a City of Tracy Business License.

10. **INSURANCE.**

- 10.1 **General.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 10.2 **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.
- 10.3 **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.
- 10.4 **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 10.5 **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

City OF TRACY -- PROFESSIONAL SERVICES AGREEMENT

Joe Wilson Pool Reconstruction Project

Page 4 of 6

- 10.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 10.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 10.6.2** For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- 10.7 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.
- 10.8 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 10.9 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five days after the execution of this Agreement.
- 10.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.
- 10.11 Consultant's Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.
- 11. ASSIGNMENT AND DELEGATION.** This Agreement and any portion of it shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the City's written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.
- 12. MISCELLANEOUS.**
- 12.1 Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

City OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
Joe Wilson Pool Reconstruction Project
Page 5 of 6

To City:

Vicky Dion, City Engineer
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

John C. Courtney, ASLA
RJM Design Group
9921 Horn Road, Suite B1
Sacramento, CA 95827

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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

- 12.2 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 12.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 12.4 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 12.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 12.6 Entire Agreement.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.
- 12.7 Compliance with the Law.** Consultant shall comply with all local, state, and federal laws in force at the time of performance of the work, whether or not those laws are expressly stated in this Agreement.

City OF TRACY -- PROFESSIONAL SERVICES AGREEMENT
Joe Wilson Pool Reconstruction Project
Page 6 of 6

12.8 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

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

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

City of Tracy

Consultant
RJM Design Group, Inc.

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

By: Robert J. Mueting
Title: Vice President
Date: 8-7-14

Fed. Employer ID No. _____

Attest:

33-0254945

By: Carole Fleischmann
Title: Interim City Clerk
Date: _____

By: Anita Weaver
Title: Chief Financial Officer
Date: 8-7-14

Approved As To Form:

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

Exhibit A

Scope of Services

Consultant shall create a renovation preliminary plan for City's review and approval. This will establish the scope, size and shape of the project. Upon the City's approval of the preliminary plan, Consultant shall revise and finalize the construction budget and update the design fee for the project, if the approved plan differs greatly from the preliminary plan attached at the end of this document.

The following assumptions are the basis of Consultant's estimate of the time and fee it anticipates to prepare renovation construction documents:

1. Consultant, through its subcontractor identified below, shall perform geotechnical investigation and surveying prior to beginning the design work so that the design and budget reflect the existing conditions found at the site.
2. Although the pool shapes and configuration will change, the net pool size will not change appreciably. The pool will be designed as follows:
 - a. Pool will receive necessary plumbing retrofits to meet current codes
 - b. The shell concrete will be removed and replaced
 - c. The pool deck and lighting systems will be replaced
 - d. The pool building will be renovated, repaired, and retrofitted to comply with current building codes
 - e. A concessions facility will be designed to replace the small, outdated room currently on the site
3. The pump equipment will be replaced and sized to meet the turnover rate required by the Health and Building codes (assumes that a new solar heating system will be installed on the roof of the building to heat pool water, to supplement cost of operating the natural gas heaters). This building will be renovated, and it is assumed pool equipment that has reached the end of serviceable life cycle will be replaced with similar sized equipment so that the existing pump room will accommodate equipment requirements.
4. The existing pool building will be repaired with the following:
 - a. New electrical wiring and fixtures
 - b. No HVAC system (gravity ventilation only)
 - c. ADA compliance will be achieved by removing curbs and repouring sloping slabs; most floor tile surfaces will be removed and replaced; doors and entryways will be checked and if necessary, redesigned to meet current code requirements.
 - d. New plumbing fixtures will be installed
 - e. New wainscot tile will be installed to meet health codes
 - f. New restroom partitions will be installed to both meet ADA codes and because existing materials are in disrepair
 - g. Some interior walls will be relocated, reframed, sheetrocked and finished with appropriate surface material based on functional use of each room.
 - h. Assumes no liability on the part of the design team for structural integrity of the existing structure, pool, site, improvements or any other feature of the site.

The following is the scope of work Consultant shall provide to achieve the above goals:

SCOPE OF SERVICES

TASK 1. PRELIMINARY DESIGN PHASE

Consultant shall:

- A. Provide site visits to assess existing conditions of the pool, major equipment and building systems prior to beginning the design process.
- B. Provide a preliminary site plan with notes to illustrate the design intent.
- C. Generate preliminary scoping construction cost estimates will be generated based upon the extent and nature of the repairs and renovation items required as addressed by the assessment described above.
- D. Present drawings and estimates will be presented to the City for review and comment.
- E. Revise plans and budget upon input from the City. Resubmit plans for approval by Project Manager.
- F. Provide public presentation of preliminary designs and gather input on scope of project. Revise plans and estimate at the direction of City.

TASK 2. DESIGN DEVELOPMENT PHASE

- A. Based upon approved Schematic Design Phase Plans and Estimates, Consultant shall prepare Design Development documents for approval consisting of drawings and other documents to fix and describe the size and character as to architectural, structural, mechanical and electrical systems, including the following:
 1. Site Plan
 2. Floor Plans
 3. Reflected Ceiling Plans
 4. Pool Pump Room Floor Plan
 5. Roof Plan/ Solar Panel Configuration
 6. Exterior Building Elevations
 7. Building Sections
 8. Concessions Area Plans, Elevations, Menu and Equipment List
 9. Mechanical Room Layout
 10. Pool Plans and Details
 11. Lighting/Electrical Plan
 12. Landscape Plan and Irrigation Scoping Plan
 13. Coordination with all utility agencies such as PG&E, AT&T, City water, sewer, storm, etc. as needed to properly size and provide necessary utilities and services.
- B. Consultant shall present drawings to the City for review and comment.
- C. Consultant shall prepare and present to City preliminary Construction Cost Estimates.
- D. Consultant shall prepare revisions for approval prior to beginning Construction Documents Task.

TASK 3. CONSTRUCTION DOCUMENTS

Consultant shall prepare Construction and Bidding Documents to describe the work required of the construction contractor to repair, replace, furnish and install the improvements requested by the City as outlined below.

- A. Pool Plans
 - 1. Pool plan view showing extent of work
 - 2. Piping repair/replacement plan and connections
 - 3. Mechanical equipment repair/replacement plan and miscellaneous details
 - 4. Miscellaneous pool mechanical equipment structural details and connections
 - 5. Electrical repair/replacement plan and connections
 - 6. Pool shell repair/replacement plan and details
- B. Sitework Plans
 - 1. Demolition/Site Protection Plan
 - 2. Utility Plan
 - 3. Pool deck repair/replacement plan and details
 - 4. Electrical Site Plan/ Area Lighting Plan
 - 5. Fencing plans and details
 - 6. Landscape repair plans and details
 - 7. Irrigation repair plans and details
- C. Building Architectural Plans
 - 1. Building Selected Demolition Protection Plan
 - 2. Floor Plans
 - 3. Reflected Ceiling Plans
 - 4. Roof Plan
 - 5. Building Electrical Plans and Details (including passive solar heating) and connections
 - 6. Exterior Elevations
 - 7. Building Sections
 - 8. Interior Elevations
 - 9. Concessions Area Plans, Elevations, Menu and Equipment List
- D. Project Manual
 - 1. Technical Specifications
 - 2. Final Engineer's Estimate
- E. Provide design review meetings at 75%, 95%, 100% and final completion benchmarks.

TASK 4. PERMITTING, BIDDING AND NEGOTIATIONS

Consultant shall:

- A. Assist City by making submittals to Building Officials, Public Works, County of San Joaquin Health Department (pool and concessions)
- B. Obtain plan check review comments from City and County agencies. Make necessary corrections and resubmittal materials. Assist city to obtain building and grading permits for the project.
- C. Assist the City to obtain competitive, public bids (Prevailing Wage Rates as required by law). Include in bid documents the requirements for pool subcontractor qualifications (i.e. experience constructing public pools of the type and size similar to this project).
- D. Provide prebid conference attendance
- E. Provide written clarification in the form of bid addenda to answer/clarify questions on the Bid Documents
- F. Attend meeting to assist City in final Contractor evaluation/selection recommendations

TASK 5. CONSTRUCTION OBSERVATION

Consultant shall:

- A. Attend job site meetings weekly to generally review and evaluate the construction schedule, monitor performance, review quality control standards, observe the construction in progress and provide assistance for any clarification or revision to the contract for construction. The project is estimated to require five months of construction activity, resulting in twenty job site meetings and two punch list meetings as defined below.
- B. Review and return shop drawings and related submittals for appropriate action within 5 working days of receipt.
- C. Review and respond to the Contractor's requests for information, proposal requests, and related communications within 5 working days of receipt.
- D. Review change order requests by the contractor and prepare recommendations to the City for action.
- E. Review Contractor's pay requests on a monthly basis and prepared for recommendations to the City for action.
- F. Prepare final punch list for all required corrections and remaining work.
- G. Conduct a final walk-through.

SUBCONSULTANTS

Consultant has teamed up with a highly qualified consortium of professional Architects and Engineers to complete the project efficiently and expediently. Consultant shall provide overall project design and project management as well as site planning, landscape, architectural design and construction observation. The following sub consultants constitute Consultant's team approach:

Architecture – CK Architects (John Kristedja, Principal)

M/P/E Engineering – Glumac (Ryan Cartwright, Electrical Engineer; Larry Oliver, Plumbing and Mechanical Engineer)

Pool Systems – Aquatic Design Group (Scott Ferrel, Architect; Justin Caron, Project Manager)

Surveying, Civil Engineering and SWPPP– Psomas (Rich Radaycis, P.E. Project Manager)

Structural Engineer – MLA (John Mandsager, P.E. Structural Engineer)

Concessions Expert – Global Management Amusement Professionals (Kenny Handler, Project Manager)

FEE ESTIMATE

Consultant shall provide the most comprehensive, yet efficient approach to the design services. The estimated fees below correspond to the anticipated level of effort required to complete the above referenced scope of services.

FEE ESTIMATE

Task 1 Preliminary Design Phase	\$51,320
Task 2 Design Development Phase	\$54,408
Task 3 Construction Documents	\$125,424
Task 4 Permitting/Bidding/Negotiations	\$17,409
Task 5 Construction Administration	\$40,155
Reimbursable Expenses Estimated	\$15,000
Additional Service Allowance (only to be utilized if needed, upon approval of the Project Manager)	\$45,557
GRAND TOTAL	\$349,273

REIMBURSABLE EXPENSES – Estimated at \$ 15,000

All reimbursable costs including printing, reproduction, photo and delivery will be billed to the District in addition to the basic fee at cost plus 15%. When incurred, the following expenses will be billed at cost plus 15% handling fee:

- All consultant reproduction
- Printing, plotting, copying, photography, graphic expenses, special delivery and handling of documents, and shipping
- Reasonable Travel Expenses

PAYMENTS

Payments will be due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1-1/2% of the amount due, compounded monthly.

ASSUMPTIONS/EXCLUSIONS

The above fee estimate is based upon the following assumptions:

- A. Preparation of hydrology studies, any land subdivision, and/or ALTA Survey are not anticipated to be needed for the renovation project and are not included in our Scope of Services.
- B. Consultant shall use Youngdahl Consulting Group, Inc to provide recommendations for subgrade preparation, pavement designs and footing designs for the proper bearing capacity and seismic resistance properties of the site structures by performing 2 borings at the edge of the existing pool deck 10' to 15' deep and one boring near the parking area to 5' deep.
- C. Consultant's services are intended for the City's sole use and benefit and solely for the City's use on the Project. Except as agreed to in writing, Consultant's services and work product shall not be used or relied on by any other person or entity, or for any other purpose following the completion of the project.
- D. Consultant shall seek to comply with Building Codes applicable to the Project, current and in place at the time of performance of the services as is consistent with the professional

standard of care and may seek to rely on the direction and input of public officials and others in doing so.

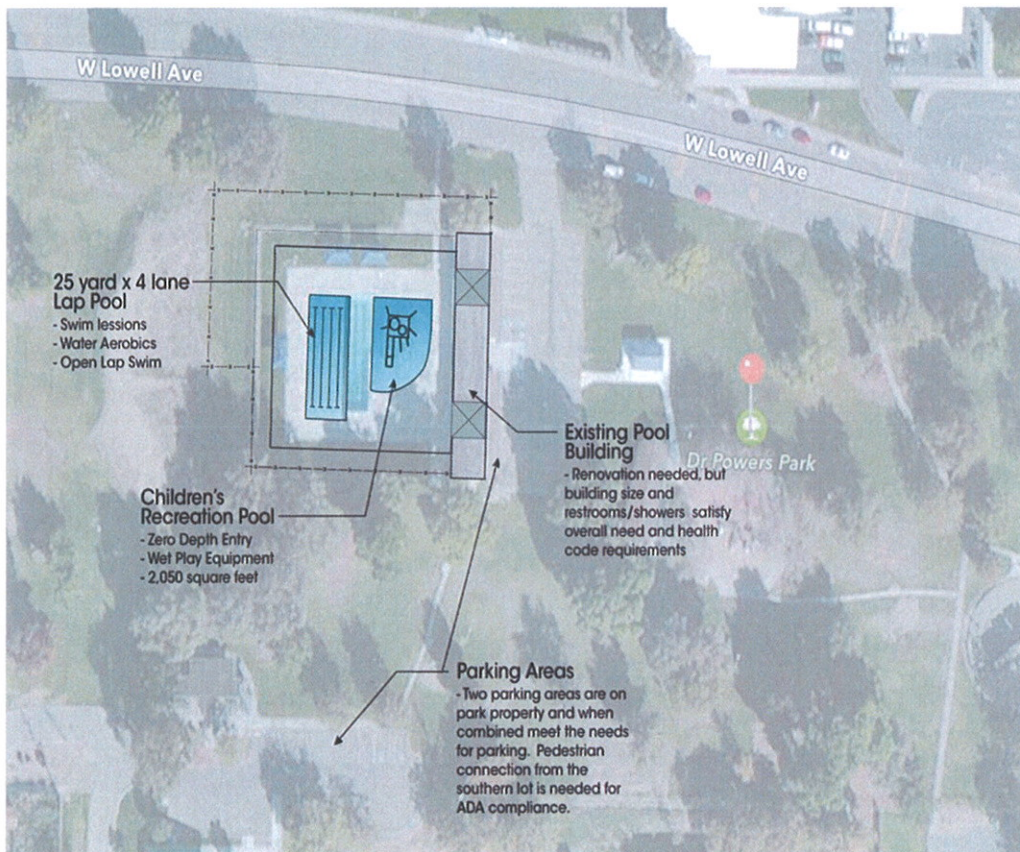
- E. All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the City, and Consultant shall have no responsibility for any failures by the City or others to properly operate, inspect, or maintain the Project.

Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing subsequent to the work described in this proposal.

CONCEPTUAL SCOPING DIAGRAM

The above Scope of Services relates to the site and building renovation components described on the diagram provided on the next page:

Joe Wilson Pool at Dr. Powers Park



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Exhibit B**CONSULTANTS STANDARD HOURLY FEE SCHEDULE**

No special consulting services other than those identified are included as part of the professional services. Compensation for supplemental services will be on an hourly basis at our standard rates as follows:

RJM DESIGN GROUP, INC.

PRINCIPAL LANDSCAPE ARCHITECT	\$165.00 per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$140.00 per hour
LANDSCAPE ARCHITECT / PROJECT MANAGER	\$125.00 per hour
JOB CAPTAIN / LANDSCAPE DESIGNER	\$110.00 per hour
CADD TECHNICIAN	\$ 95.00 per hour
DRAFTSPERSON	\$ 80.00 per hour
WORD PROCESSOR	\$ 65.00 per hour

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed and will be broken into the categories listed above.

Fees will be escalated each August 1st in accordance with any increase in the Consumer's Price Index or other mutually agreed upon cost index, beginning with August 1, 2015.

All provisions for fee escalation pertain to all contract extensions and additional work.

HOURLY RATES FOR SUBCONSULTANTS**Psomas**

Office Services:

Project Director	\$160-210 / hour
Project Management	\$135-190 / hour
Project Engineer/Surveyor	\$115-145 / hour
Associate Engineer/Surveyor/Planner	\$110-130 / hour
Drafters, Engineering Technician	\$85-120 / hour
Administrative and Project Assistants	\$60-80 / hour

Field Services:

Three-Person Survey Party	\$330-350 / hour
Two-Person Survey Party	\$220-235 / hour
Resident Entineer/Construction Manager	\$90-130 / hour
Inspectors	\$80-105 / hour

Global Management Amusement Professionals (Concessions Consultant)

Principal	\$150 / hour
Senior Associate	\$120 / hour
Clerical	\$75 / hour

MLA Structural Engineers, Inc.

Principal Engineer.....	\$120.00	Per Hour
Licensed Engineer.....	\$100.00	Per Hour
Design Engineer.....	\$ 80.00	Per Hour
Drafts Person.....	\$ 60.00	Per Hour
Clerical.....	\$40.00	Per Hour

Aquatic Design Group, Inc.

Principal.....	\$195.00	Per Hour
Project Architect / Engineer.....	\$165.00	Per Hour
Project Manager.....	\$135.00	Per Hour
Construction Manager.....	\$125.00	Per Hour
CADD Technician.....	\$100.00	Per Hour
Graphics Technician.....	\$85.00	Per Hour
Clerical.....	\$50.00	Per Hour

Glumac

President.....	\$275.00	Per Hour
Principal	\$225.00	Per Hour
Associate Principal.....	\$205.00	Per Hour
Project Engineer.....	\$140-190	Per Hour
Designer.....	\$100-160	Per Hour
BIM.....	\$105-165	Per Hour
CAD.....	\$75-105	Per Hour
Construction Management.....	\$130-190	Per Hour
Integrated Design/ LEED Consulting.....	\$100-170	Per Hour
Energy Analysis	\$110-160	Per Hour
CFD Analysis	\$120-200	Per Hour
Lighting Design	\$110-160	Per Hour
Project Coordinator	\$100	Per Hour
Project Administrator	\$80	Per Hour
Project Assistant	\$70	Per Hour

JKA Architects

Architect or Engineer	\$160 / hour
Tech. I Project Manager or Senior Designer/Drafter	\$110 / hour
Tech II Graduate Architect or Engineer or Intermediate Designer/Drafter	\$ 80 / hour
Tech III Student Architect or Engineer Entry Designer / Drafter	\$ 50 / hour

Exhibit CPROJECT SCHEDULE

It is the understanding of the Consultant Team that time is of the essence in the performance of the work described above. We will endeavor to manage the project such that the following estimated schedule can be met, with the goal in mind of having a constructed project before the start of the 2016 swimming season (approximately February 2016). This schedule depends somewhat on the pace of construction and weather patterns, but due to the renovation nature of this project, it is reasonable to expect the schedule is realistic and achievable, barring any unforeseen issues beyond our control.

<u>TASK</u>	<u>ESTIMATED SCHEDULE</u>
Award Facility Design Contract	on or near 8/19/2014
Design (includes public outreach)	2/4/2015
Award Construction Contract	4/28/2015
Complete Construction	1/25/2016

RESOLUTION _____

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSALS PROCESS, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RJM DESIGN GROUP, INC., FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE JOE WILSON POOL RENOVATION PROJECT - CIP 78152, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The Joe Wilson Pool was opened in 1983 and served as the main pool for residents of the City of Tracy for over 25 years, and

WHEREAS, In 2009, the Joe Wilson Pool was closed as part of the City's financial cost saving measures during the recession, and

WHEREAS, At the June 17, 2014, City Council meeting, the plan and cost for the renovation of the Joe Wilson Pool was presented to City Council and funding was approved, and

WHEREAS, In 2010, staff solicited a request for proposal from consultants to complete the design of the Aquatics Center and RJM Design Group was deemed to be the most qualified consultant to perform the work, and

WHEREAS, Because of RJM's unique qualifications, familiarity with the needs of the community and their previous work on the Aquatics Center project, pursuant to Tracy Municipal Code section 2.20.140(b)(6), foregoing the formal request for proposal procedure is in the best interest of the City, and

WHEREAS, Staff negotiated an agreement and fees for design and construction management services for the Joe Wilson Pool Renovation Project on a time and expenses basis, for a not to exceed amount of \$349,273;

NOW, THEREFORE BE IT RESOLVED, That City Council finds it is in the best interest of the City to forego the formal Request for Proposals process; approves a Professional Services Agreement with RJM Design Group, Inc., for design and construction management services associated with the Joe Wilson Pool Renovation Project - CIP 78152, in an amount not to exceed \$348,716; and authorizes the Mayor to execute the Agreement.

* * * * *

Resolution _____
Page 2

The foregoing Resolution _____ was adopted by the City Council on the 19th day of August 2014, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 10

REQUEST

APPROVE A FACADE IMPROVEMENT GRANT PROGRAM

EXECUTIVE SUMMARY

This staff report requests that Council discuss and approve the City of Tracy's Facade Improvement Grant Program.

DISCUSSION

On March 4, 2014, City Council approved the FY2014-2015 allocation of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funding. Among the approved applications was the allocation of \$35,959 for a City of Tracy Facade Improvement Grant Program for the Downtown Area.

Construction costs for downtown building renovations can be quite costly due to the age and condition of many of the buildings. With the implementation of a Facade Improvement Grant Program, receiving reimbursement for exterior improvements through a grant program may be enough of an incentive to encourage private investment by property owners or merchants. Even small improvements, such as paint or a new awning, can improve the character and aesthetic appeal of older buildings and have a considerable impact to the overall appearance of the surrounding area.

The establishment of this program supports and helps strengthen the revitalization efforts currently taking place in the Downtown Area. Although the initial funding source for the program comes from fiscal year 2014-2015 CDBG funds, depending upon the success of the program, future funding may come from a variety of sources, such as general fund, federal funds, and other sources.

Facade Improvement Grant Program (See attachment A)

The purpose of the Facade Improvement Grant Program is to incentivize private investment in the downtown for the purpose of restoring/renovating commercial storefronts and replacing deteriorated or poor-quality commercial signs and awnings.

Specific Objectives

The overall goal of the program is to strengthen the revitalization of the downtown area.

Specific objectives are:

- Encourage private investment in the visual improvement of storefronts, signs, and awnings;
- Enhance the appearance of the streetscape;
- Reduce vacancies in the downtown area;
- Strengthen or restore the original character of historic buildings; and

- Provide a catalyst for others to improve their buildings, signs, and awnings.

Program Funding

The program is a 50% matching grant program with two grant options.

Storefront Facade Improvement Grant – This grant will fund 50% of the cost for construction up to a maximum grant benefit of \$50,000. The grant recipient's private match must provide a minimum of 50% of the cost of construction. The grant recipient is also responsible for all project costs exceeding \$100,000 for construction.

Sign and Awning Grant – This grant will fund 50% of the cost for a new sign or awning up to a maximum grant benefit of \$2,000. The grant recipient's private match must provide a minimum of 50% of the cost of the new sign or awning and is responsible for all project costs exceeding \$4,000.

Eligibility Requirements

Downtown property and business owners in the Façade Improvement Grant Program Target Area (Attachment B) are eligible to apply for grant funding provided they meet the following criteria:

- Eligible projects include commercial storefront, sign, and awning improvement projects located within the Facade Improvement Grant Program Target Area (Attachment B);
- The grant applicant must be a property owner or business owner (tenant) leasing a storefront;
- Tenants must have the property owner's signed approval for proposed projects;
- For sign and awning projects, tenants must have at least two years remaining on their lease at the location of the proposed project and/or have an option to renew for at least two years;
- Each applicant may be awarded only one Facade Improvement Grant;
- Building projects must be designed/constructed by a qualified design/construction professional and signs must be produced by a professional sign maker;
- The project applicant must owe no outstanding property taxes, fees, judgments, or liens to the City of Tracy and have no outstanding code violations; and
- All proposed projects are required to obtain proper permits and approvals through the City's Building and Fire Prevention and/or Planning Divisions.

Interior repairs and improvements, new building construction, and property or equipment purchases are not eligible for grant funding under this program.

Submission Requirements

Applicants will submit a completed application with all required attachments to the Economic Development Division in City Hall. Applications must include:

- Description of the project;
- Explanation of the specific storefront improvements the applicant wants to restore, rehabilitate, modify, or replace with the grant and matching funds;
- Close-up photograph of the storefront in its current condition, and another photograph of the entire building facade, including each side of the building;
- Description of the private investment source that will be used to match the grant dollar-for-dollar (i.e., applicant's cash-on-hand and/or bank loan); and
- Preliminary sketch of the proposed improvement.

Application Review: Criteria

A Façade Improvement Grant Program Committee has been assembled which comprises City Development Services staff from the Economic Development and Planning Divisions. The Review Committee will evaluate each application for eligibility and how effectively the project meets the program criteria.

Specifically, project applications will be evaluated on how well each of the following program criteria is met:

1. Degree of visual improvements the proposed project will bring to the storefront and the streetscape;
2. Visual prominence of the project building and its location; and
3. Given limited resources, additional consideration will be given to applications in which the private investment will be greater than 50% of the project budget.

Application Review: Process

It is anticipated there will be more demand than funds available. Therefore, funding will be provided to those applicants whose projects most effectively meet the program criteria until such time as all grant funds are exhausted. If a grant awardee becomes unable to fulfill the grant requirements or removes a project from consideration, the review committee will reallocate those funds to an eligible, alternate project.

Conditions for Participation

Each applicant awarded a grant will be notified via a letter from the City. All grant recipients will be required to enter into an Agreement agreeing to abide by the conditions of the Façade Improvement Grant Program. A detailed list of the Conditions for Participation is provided in Attachment A to this staff report.

STRATEGIC PLAN:

This agenda item supports the Economic Development Strategic Plan and specifically implements the following goals and objectives:

Goal 2: Attract retail and entertainment uses that offer residents quality dining, shopping, and entertainment experiences.

Objective 2c: Collaborate with and support TCCA in an effort to increase the drawing power of the downtown.

Action 2c1: Secure CDBG Funding to fund a Downtown Facade Improvement Program.

FISCAL IMPACT

There is no impact to the General Fund. This pilot program is fully funded through Federal CDBG Funding.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, a Façade Improvement Grant Program.

Prepared by: Barbara Harb, Management Analyst

Reviewed by: Andrew Malik, Development Services Director
Jenny Haruyama, Interim Assistant City Manager

Approved by: Maria A. Hurtado, Interim City Manager

ATTACHMENTS

Attachment A: Facade Improvement Grant Program

Attachment B: Facade Improvement Grant Program Target Area Map

DRAFT**City of Tracy****2014-2015 Façade Improvement Grant Program****A. Program Goal and Description**

The City of Tracy has established a Façade Improvement Program to help strengthen the revitalization of Downtown Tracy (the targeted area). The Program offers grant funds to property and business owners to be matched by an equal or greater investment of private funds for the purpose of restoring/renovating commercial storefronts and replacing deteriorated or poor quality commercial signs and awnings. The Façade Improvement Program Committee will evaluate all applications to determine eligibility and, based on a set of criteria (listed below), award funding to those proposed projects that are determined to have the greatest impact on enhancing the targeted area.

B. Specific Objectives in Targeted Area

The targeted area is Downtown Tracy as shown on the attached Map. The eligible boundaries include commercial properties fronting Central Avenue between 6th Street and 11th Street, commercial properties fronting 10th Street between A Street and Central Avenue, and a portion of the commercial properties fronting 6th Street between C Street and D Street (Downtown Tracy Community Benefit District boundaries).

The objectives are to:

- Encourage private investment in the visual improvement of storefronts, signs, and awnings;
- Enhance the appearance of the streetscape;
- Reduce vacancies in storefronts;
- Strengthen or restore the original character of historic buildings;
- Provide a catalyst for others to improve their buildings, signs, and awnings.

C. Program Funding

It is anticipated funding for this Program will come from a variety of sources. Such sources may include Community Development Block Grant (CDBG) funds, general fund, and other sources. Funding for the 2014-2015 fiscal year was awarded to the City of Tracy through a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD). All federal regulations apply.

C.1. The **grant for a storefront façade improvement** will fund up to 50% of the cost of construction up to a maximum grant amount of \$50,000. The grant recipient's private match must provide a minimum of 50% of the cost of construction. In addition to the required private match, the grant recipient is responsible for all project costs that exceed \$100,000 for construction.

C.1.a. Storefront Grant Sample Funding Scenarios

1. Total cost of storefront façade improvement: \$100,000

- Grant – up to \$50,000 for construction
- Private Match – minimum \$50,000 for construction

2. Total cost of storefront façade improvement: \$140,000

- Grant Award – up to \$50,000 for construction

- Private Match – minimum \$90,000 for construction

C.2. The **grant for a new sign or awning** will fund up to 50% of the cost up to a maximum of \$2,000. The grant recipient’s private match must provide a minimum of 50% of the cost of the new sign or awning. The grant recipient is responsible for all project costs that exceed \$4,000.

C.2.a. **Sign or Awning Grant Sample Funding Scenarios**

1. Total cost of new sign or awning: \$2,000

- Grant – up to \$1,000
- Private Match –minimum \$1,000

2. Total cost of new sign or awning: \$5,000

- Grant – up to \$2,000
- Private Match – minimum \$3,000

Applicants for the Tracy Façade Improvement Program may also be eligible for additional financing through the **Grow Tracy Loan Program**. Contact the City of Tracy Economic Development Division (econ_dev@ci.tracy.ca.us) for more details.

D. Eligibility for Façade Improvement Program

- Eligible projects include commercial storefronts, signs, and awnings. The following are not eligible projects: interior repairs not integral to the exterior façade; new building construction; purchase of property or equipment.
- The eligible project must be located in Downtown Tracy. The boundaries include commercial properties fronting Central Avenue between 6th Street and 11th Street, commercial properties fronting 10th Street between A Street and Central Avenue, and a portion of the commercial properties fronting 6th Street between C Street and D Street (see Downtown Tracy Community Benefit District boundaries map attached);
- The grant applicant must be a building owner or a business owner leasing a storefront;
- A tenant must have the property owner’s signed approval for proposed projects;
- For sign and awning projects, the tenant must have at least two years remaining on their lease at the location of the proposed project and/or have an option to renew for at least two years;
- Each applicant may be awarded only one Façade Improvement Program grant;
- Building projects must be designed/constructed by a qualified design/construction professional and signs must be produced by a professional sign maker;
- All proposed projects are required to obtain proper permits and approvals through the City’s Building and Fire Prevention and/or Planning Divisions;
- The project applicant must owe no outstanding property taxes, fees, judgments, or liens to the City of Tracy and have no outstanding code violations.

E. Application Review: Criteria and Process

E.1. Criteria

The Façade Improvement Grant Program Review Committee is comprised of City Development Services Staff from the Economic Development and Planning Divisions. The Committee will evaluate each application for eligibility and how effectively the project meets the program criteria.

Specifically, project applications will be evaluated on how well each of the following program criteria is met:

1. Degree of visual improvement the proposed project will bring to the storefront and the streetscape;
2. Visual prominence of the project building and its location;
3. Given limited program resources, additional consideration may be given to applications in which the private investment will be greater than 50% of the project budget.

E.2. Process

It is anticipated there will be more demand than funds available. Therefore, funding will be provided to those applications whose projects most effectively meet the program criteria until such time as all grant funds are exhausted. If a grant awardee becomes unable to fulfill the grant requirements or removes a project from consideration, the review committee will reallocate those funds to an eligible, alternate project.

F. Informational Workshop

An informational workshop will be held on **Thursday, September 4, 2014 from 5:00 -6:00 p.m. in Room 109, City Hall**. Attendees will be provided with an overview of the program and learn more about program eligibility, information required in the application, and the criteria that will be used to evaluate applications. There will also be time for questions.

G. Submission Requirements

All applicants must submit a completed application with the required attachments to the City's Economic Development Department, Tracy City Hall, 333 Civic Center Plaza, Tracy, CA 95376, by 5:00 PM, Monday, September 15, 2014. Applications will be considered only if the application form is complete and includes the following:

1. Description of the project goal;
2. Explanation of the specific storefront improvements that you want to restore, rehabilitate, modify, or replace with the grant and your matching funds;
3. Close-up photograph of the storefront in its current condition, and another photo of the entire building façade, including the buildings on each side;
4. A preliminary sketch of the proposed improvements;
5. Description of the private investment source that will be used to match the grant dollar for dollar (for example, applicant's cash on hand and/or a bank loan).

Applicants are encouraged to contact the Economic Development Division to discuss their projects prior to submitting an application at (209) 831.6490 or econ_dev@ci.tracy.ca.us.

H. Award Notification:

The City will notify applicants of project funding approval or denial by letter mailed to the applicant at the address provided on the application by September 30, 2014.

I. Appealing the Review Committee's decision

Applicants whose projects are denied funding may appeal the committee's decision to the Development Services Director in writing no later than 10 days after funding denial notification.

J. Conditions for Participation

Each applicant accepted for participation in the Façade Improvement Grant Program will be informed of the grant award via a letter from the City. The applicant will be required to sign a contract with the City to the effect that the applicant will abide by and understands the conditions of the City of Tracy Façade Improvement Grant Program. Most of the project specific conditions include the following:

J.1. Storefront Projects

- **Architectural Assistance:** Other than sign and awning projects, the Façade Improvement Grant Program requires that all storefront projects use the services of a design/construction professional.
- **Engineering Services:** If the conditions of a storefront project require the assistance of an engineer, early on or after construction has begun, the cost of engineering will be the responsibility of the grant recipient.
- **Project Approvals:** Storefront projects must comply with all applicable state and local permit requirements. All design drawings must be reviewed and approved by the Program Committee.
- **Contractor proposals:** Program grant recipients must get three quotes from vendors prior to choosing a contractor. The construction proposal chosen by the grant recipient need to be reviewed and approved by the Program Committee for cost reasonableness and contractor qualifications. Contractor proposals should include scope of work, itemized project budget, timeline, and qualifications. Projects that are under \$1,000 will not need three quotes.
- **Pre-construction Meeting:** A pre-construction meeting with the Program Committee and Community Development Block Grant Manager is required prior to any work commencing on a storefront project.
- **Improvement Protection:** Storefront Projects must remain in place and unaltered for five years from the date the improvements are completed, per the grant agreement. If such improvements are removed or modified within the five year period, or if the property is sold before five years, the City may demand partial repayment of the grant funds on a pro rata basis.

J.2. Sign and Awning Projects

- **Bids and Approvals:** Sign and awning projects that are \$1,000 or more, must obtain quotes from three vendors. Contractor proposals should include scope of work, itemized project budget, timeline, and qualifications. The final project design needs to be approved by the Program Committee prior to any work commencing, and must comply with all applicable state and local permit and approval requirements.
- **Improvement Protection:** Signs and awnings must remain in place and unaltered for five years from the date the improvements are completed, per the grant agreement. If such improvements

are removed or modified within the five year period, the City may demand partial repayment of the grant funds on a pro rata basis.

J.3. **All Projects**

- **Advance Payment:** No grant or private funds may be paid in advance of work being performed.
- **Contractors Compliance:** Since the grant funds are federal monies, contractors will need to abide by federal wage rates and regulations (Davis-Bacon) by paying prevailing wages. The City will provide assistance with compliance. A certified payroll must be submitted with each invoice. If a project is over \$50,000 the contractor should be bondable. If a project is over \$100,000 the contractor should post a performance bond.
- **Invoice Review and Approval:** Prior to payment of any invoice for completed work, whether with private funds or grant funds, the invoice must be provided to the Program Committee for review and signed approval that work was completed per the approved drawings. Without this prior approval, grant funds will not be made available for a project. The final invoice will be paid after a Program Committee member has conducted a final inspection and signed off that all work has been satisfactorily completed. Each invoice must be from the grant recipient with all contractor, designer, or supplier invoices attached, plus appropriate certified payroll (Davis Bacon) for the period of time covered by the invoices.
- **Payment of Private Match:** Each grant recipient's private funding match must be used in its entirety in payment of project invoices before grant funding is made available. Payment of invoices with grant funds will be done by check made out to the grant recipient.
- **One Year Completion:** The project must be completed within one year from the date the grant award is approved.

Please note that grant funds will not pay for expenses incurred prior to the grant award and prior to Program Committee approval of invoices.

K. **Contacts for the City of Tracy Façade Improvement Program**

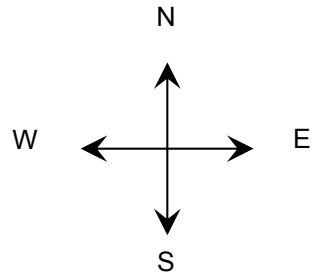
Barbara Harb, Economic Development Division
209.831.6491 or barbara.harb@ci.tracy.ca.us

Amie Mendes, Economic Development Division
209.831-6110 or amie.mendes@ci.tracy.ca.us

Benefit Zone Map

April 2009

Surrounding Boundaries
(Not included in district)



RESOLUTION 2014-_____

APPROVING A FACADE IMPROVEMENT GRANT PROGRAM

WHEREAS, On March 4, 2014, City Council approved the FY2014-2015 allocation of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funding, and

WHEREAS, Among the applications awarded funding was the City of Tracy's Facade Improvement Grant Program, which was awarded CDBG funding of \$35,959, and

WHEREAS, Establishment of this program supports and helps strengthen the revitalization effort in Downtown Tracy, and

WHEREAS, Although funding for the 2014-2015 Facade Improvement Grant Program cycle comes from CDBG funds, depending upon the program's success, future funding may come from a variety of other sources;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves a Facade Improvement Grant Program.

* * * * *

The foregoing Resolution 2014-_____ was adopted by the Tracy City Council on the 19th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

INTERIM CITY CLERK

August 19, 2014

AGENDA ITEM 12.A

REQUEST

RECEIVE AND ACCEPT THE INTERIM CITY MANAGER INFORMATIONAL UPDATE

EXECUTIVE SUMMARY

This agenda item will update the Council on newsworthy events.

DISCUSSION

The Interim City Manager will provide Council with an informational report on various items, including upcoming special events, status on key projects, or other items of interest in an effort to keep Council, staff, and residents abreast of newsworthy events.

STRATEGIC PLAN

This agenda item does not relate to the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact with this informational item.

RECOMMENDATION

That Council receive and accept the Interim City Manager's informational update.

Prepared by: Maria A. Hurtado, Interim City Manager
Reviewed by: Maria A. Hurtado, Interim City Manager
Approved by: Maria A. Hurtado, Interim City Manager

AGENDA ITEM 13.A

REQUEST

THE LEAGUE OF CALIFORNIA CITIES REQUEST THAT THE CITY COUNCIL DETERMINE THEIR POSITION ON ONE RESOLUTION TO BE CONSIDERED AT THE 2014 ANNUAL BUSINESS MEETING OF THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

EXECUTIVE SUMMARY

The League of California Cities requests that Council discuss and determine their position on one resolution to be considered at the Annual Business Meeting of the League of California Cities (LOCC) Annual Conference.

DISCUSSION

The LOCC Annual Conference is scheduled for Wednesday, September 3, through Friday, September 5, in the Los Angeles Convention Center. An important part of the conference is the Annual Business Meeting. At this meeting, the League membership considers and takes action on resolutions that establish League policy. At the request of the LOCC, and in order to expedite the conduct of business at this policy-making meeting, a City Council Member from each city is designated as the voting delegate.

At the City Council meeting held on June 17, 2014, Mayor Pro Tem Maciel was designated as the voting delegate and Council Member Young as an alternate for the City of Tracy.

The League will consider the following resolution at this year's annual conference. Additional background on the resolution listed below is included in the attachment:

A Resolution Calling upon the Governor and the Legislature to Convene a Summit to Address the Devastating Environmental Impacts of Illegal Marijuana Grows on both Private and Public Lands Throughout California and the Increasing Problems to Public Safety Related to these Activities by Working in Partnership with the League of California Cities to Develop Responsive Solutions and to Secure Adequate Funding for Cost-Effective Implementation Strategies.

The League requests that Tracy City Council discuss the resolution and determine the City's position so that the Council's designated voting delegate Mayor Pro Tem Maciel or alternate voting delegate Councilmember Young can represent the City's position on the resolution at the Annual Meeting.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That the Council discusses and determines their position on the resolution to be considered at the 2014 Annual Business Meeting of the League of California Cities Annual Conference.

Prepared by: Carole Fleischmann, Interim City Clerk
Reviewed by: Jenny Haruyama, Interim Assistant City Manager
Approved by: Maria Hurtado, Interim City Manager

ATTACHMENT

2014 LOCC Annual Conference Resolutions Packet

July 14, 2014

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2014 Annual Conference Resolutions Packet.

Annual Conference in Los Angeles. This year's League Annual Conference will be held September 3-5 in Los Angeles. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Luncheon/Business Meeting - Friday, September 5, 12:00 p.m. The League's Annual Business Meeting will be held at the Los Angeles Convention Center.

Resolutions Packet. At the Annual Conference, the League will consider the one resolution introduced by the deadline, Saturday, July 5, 2014, midnight. The resolution is included in this packet. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolution and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolution at the Annual Conference. This includes the date, time and location of the meetings at which the resolution will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions. The deadline for submitting a voting delegate form prior to the Annual Conference is August 15, 2014.

Please Bring This Packet to the Annual Conference
September 3 – 5, Los Angeles



*Annual Conference
Resolutions Packet*

2014 Annual Conference Resolutions



116th Annual Conference

Los Angeles

September 3 - 5, 2014

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on Wednesday, September 3, 2014, at the JW Marriott Hotel in Los Angeles. The sponsor of the resolution has been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 4, at the Los Angeles Convention Center, to consider the reports of the two policy committees regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, September 5, at the Los Angeles Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 4. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 3, 2014
JW Marriott Los Angeles Hotel
900 West Olympic Boulevard, Los Angeles

Environmental Quality: 9:00 a.m. – 10:30 a.m.
Public Safety: 10:30 a.m. – 12:00 p.m.

General Resolutions Committee

Thursday, September 4, 2014, 1:00 p.m.
Los Angeles Convention Center
1201 South Figueroa Street, Los Angeles

Annual Business Meeting and General Assembly Luncheon

Friday, September 5, 2013, 12:00 p.m.
Los Angeles Convention Center
1201 South Figueroa Street, Los Angeles

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

- 1 - Policy Committee Recommendation to General Resolutions Committee
- 2 - General Resolutions Committee
- 3 - General Assembly

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Illegal Marijuana Grow Site			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Illegal Marijuana Grow Site			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
D Disapprove
N No Action
R Refer to appropriate policy committee for study

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

- a Amend+
Aa Approve as amended+
Aaa Approve with additional amendment(s)+
Ra Refer as amended to appropriate policy committee for study+
Raa Additional amendments and refer+
Da Amend (for clarity or brevity) and Disapprove+
Na Amend (for clarity or brevity) and take No Action+
W Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

2014 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY AND PUBLIC SAFETY POLICY COMMITTEES

1. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO CONVENE A SUMMIT TO ADDRESS THE DEVASTATING ENVIRONMENTAL IMPACTS OF ILLEGAL MARIJUANA GROWS ON BOTH PRIVATE AND PUBLIC LANDS THROUGHOUT CALIFORNIA AND THE INCREASING PROBLEMS TO PUBLIC SAFETY RELATED TO THESE ACTIVITIES BY WORKING IN PARTNERSHIP WITH THE LEAGUE OF CALIFORNIA CITIES TO DEVELOP RESPONSIVE SOLUTIONS AND TO SECURE ADEQUATE FUNDING FOR COST-EFFECTIVE IMPLEMENTATION STRATEGIES.

Source: Redwood Empire Division

Concurrence of five or more cities/city officials: Cities of Arcata; Blue Lake; Clearlake; Cloverdale; Crescent City; Eureka; Fort Bragg; Healdsburg; Lakeport; Trinidad; and Ukiah

Referred to: Environmental Quality and Public Safety Policy Committees

Recommendation to General Resolutions Committee:

WHEREAS, public concerns in response to widespread damage to fish and wildlife resources and degradation to California's environment, and threats to public safety resulting from illegal marijuana cultivation statewide requires urgent action by the Governor and the Legislature, and

WHEREAS, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future citizens of California, and

WHEREAS, illegal marijuana cultivation activities include habitat destruction and fragmentation, poaching wildlife, illegal water diversions, unregulated use of fertilizers, pesticides, insecticides, rodenticides, soil amendments contaminating land and waters without regard for the cumulative impacts to the environment or public health, and

WHEREAS, changing global climate conditions are posing escalated threats in California to health, well-being, nature and property; as evidenced by critical water shortages across the state due to prolonged drought conditions, and

WHEREAS, illegal water diversion for the purpose of cultivating marijuana plantations poses a direct threat to California's endangered and threatened anadromous fish species, including coho salmon, Chinook salmon, steelhead trout and other aquatic species, especially at critical life phases during seasonally low flow conditions; and

WHEREAS, California is a leader in the global effort to fight climate change and is pursuing a broad, integrated strategy to reduce greenhouse gas emissions and conserve energy, yet in a recent Lawrence Livermore Lab study estimated that upwards of 10% of electricity usage statewide can be attributed to indoor marijuana cultivation; these sites are often the causation of fires and home invasion incidents due to criminal activity, and

WHEREAS, the presence of illegal marijuana growing sites on State and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

WHEREAS, increasing violence and threats to public safety related to illegal marijuana grows is contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding, and

WHEREAS, the issue of illegal marijuana grows has reached a crisis level across the state as evidenced by the murder of former League Board member, Fort Bragg Councilmember and veteran forester Jere Melo who was fatally shot down while investigating a report of a marijuana grow on private timberlands in northern California.

RESOLVED, at the League General Assembly, assembled at the League Annual Conference on September 5, 2014 in Los Angeles, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to convene a summit to address the devastating environmental impacts of illegal marijuana grows on both private and public lands and the increasing problems to public safety related to these activities.

FURTHER RESOLVED, that the League will work with its member cities to educate State and federal officials regarding emerging concerns from their communities and citizenry and to the challenges facing local governments. Therefore, we request the Governor and the Legislature to work with the League to provide responsive solutions with adequate funding support and effective State and federal government leadership to address widespread environmental damage and associated threats to public safety impacting every region in the State of California.

//////////

Background Information on Resolution No. 1

Source: Redwood Empire Division

Background:

When California voters approved Proposition 215 in 1996 there was little thought given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana grow sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction that often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Public concern for widespread, landscape-level environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Current Problem Facing California's Cities:

Cities throughout California state have struggled with regulating medical marijuana dispensaries and grow houses along with the associated community impacts of those facilities and land use activities. Many unforeseen environmental impacts and public safety concerns are now emerging as a consequence of increased production and demand for marijuana.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The presence of illegal marijuana growing sites on state and federal public lands creates unsafe conditions for visitors. These lands are managed with taxpayer support and are intended to be for enjoyment by the public, recreation and conservation. However, the increasing level of violence and threats to public safety related to illegal marijuana grows on both private and public lands are contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Redwood Empire Division Resolution:

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the rising threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions, and secure adequate funding for implementation strategies.

The issues surrounding marijuana production and distribution are complex and require a comprehensive statewide approach. California cities need to have a strong voice in this process. The mission of the League of California Cities is to enhance the quality of life for all Californians and we believe that our strength lies in the unity of our diverse communities on issues of mutual concern.

//////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Tim Cromartie (916) 658-8252
Committee: Public Safety Policy Committee

Summary:

This Resolution seeks to highlight the environmental and public safety issues triggered by illegal marijuana cultivation, and calls upon the League, the Governor and the Legislature to take action by convening a summit to address the environmental impacts of such cultivation sites. It also calls upon the State of California to provide solutions in response, including sufficient funding to decisively address the problem.

Background:

The sponsor of this resolution argues that when California voters approved Proposition 215 in 1996, little thought was given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana cultivation sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction which often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Public concern for widespread environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Note: The League of Cities has joined with the California Police Chiefs Association to co-sponsor legislation, SB 1262 (Correa), to establish a regulatory scheme for medical marijuana that protects local control, addresses the public safety concerns triggered by marijuana regulation, and imposes health and safety standards on marijuana for the first time. However, the measure does not address environmental issues, due to the expense and complexity associated with adding that objective to a bill that already has far-reaching regulatory goals combined with a critical need to contain state costs.

Fiscal Impact:

If the policy advocated by the Resolution is implemented by the state, there will be ongoing and unspecified costs to the State General Fund for enforcement activities, primarily in the rural counties where many of the illicit marijuana cultivation sites are located. Conservatively, the annual costs could run in the hundreds of thousands to low millions to patrol likely grow sites, crack down on illegal water diversion activities, and provide consistent environmental clean-up made necessary by illegal rodenticides and pesticides.

Comment:

To assure success, counties will have to be actively involved in any policy change geared toward rigorous and consistent enforcement against illegal marijuana grows, given the fact that many of the cultivation sites are located in rural areas under the direct authority of county governments. This will require a dialogue with counties, during which the question of local political will to enforce the law, in addition to securing the necessary funding, will arise. If counties should opt not to play an active part in an aggressive enforcement strategy, the chances of success are questionable.

Existing League Policy:

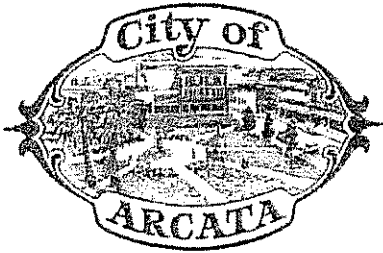
Related to this Resolution, existing policy provides:

- The League opposes the legalization of marijuana cultivation and use for non-medicinal purposes.
- Reaffirming that local control is paramount, the League holds that cities should have the authority to regulate medical marijuana dispensaries, cooperatives, collectives or other distribution points if the regulation relates to location, operation or establishment to best suit the needs of the community.
- The League affirms that revenue or other financial benefits from creating a statewide tax structure on medical marijuana should be considered only after the public safety and health ramifications are fully evaluated.

LETTERS OF CONCURRENCE

Resolution No. 1

Illegal Marijuana Grow Site



736 F Street
Arcata, CA 95521

July 2, 2014

City Manager (707) 822-5953	Environmental Services 822-8184	Police 822-2428	Recreation 822-7091
Community Development 822-5955	Finance 822-5951	Public Works 822-5957	Transportation 822-3775

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The Arcata City Council supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California, and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. ALL of the rural areas adjacent to the City of Arcata and throughout Humboldt County have been greatly affected by the devastating environmental impacts of illegal marijuana grows!

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at any time at mwheatley@cityofarcata.org if you have any questions.

Sincerely,



Mark E. Wheatley, Mayor

cc: Kathryn Murray, President, Redwood Empire Division, c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, via email srounds@cacities.org



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916

June 30, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Blue Lake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lana Manzanita, Mayor Pro-Tem at 707-497-8159 or joe2zither1@gmail.com, if you have any questions.

Sincerely,

Lana Manzanita
Mayor Pro-Tem
City of Blue Lake

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org



City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

July 2, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Clearlake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Clearlake is experiencing significant issues with illegal grows in the city limits. Individuals are squatting on lands not belonging to them and planting large grows. Grows are being planted near and along creeks going through the city with unknown substances potentially leeching into the waterways. Others are renting properties and clear cutting them of oak and other trees for plant sites often without the knowledge of the property owner. Homeowners tell of not being able to enjoy their own properties with grow sites next to them creating untenable odors, spewing of foul language and concern of threats to their personal safety if they complain. We hear often the concern of increased crime due to the grows in the city.

As a member of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Joan Phillippe at 707-994-8201 x120 or city.administrator@clearlake.ca.us, if you have any questions.

Sincerely,

Joan L. Phillippe
City Manager

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org



June 25, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Cloverdale supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Throughout the Redwood Empire region including the City of Cloverdale, illegal marijuana grows negatively impact our environmental health and public safety. Last year, the Cloverdale Police Department eradicated over 300 plants within our City Limits. Please note that Cloverdale is a total of 2.5 square miles. These plants use scarce water resources during a water shortage emergency caused by the current drought and contribute to lawlessness that threatens the public safety of our citizens.

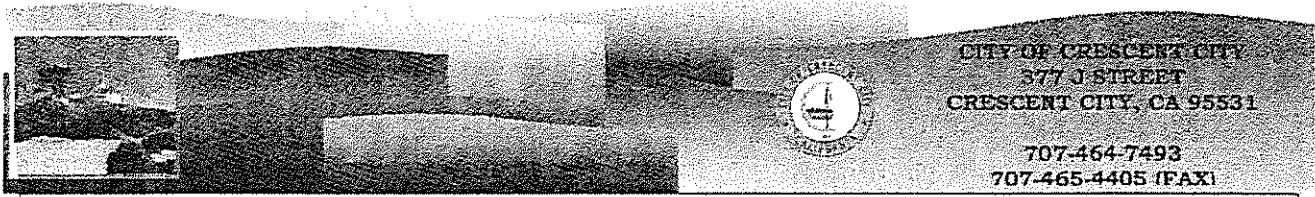
On a personal level, the City of Cloverdale continues to be heartsick for the loss of City of Fort Bragg Council Member JereMelo. Jere was murdered as a result of investigating an illegal marijuana grow. Jere was an exceptional leader in our region, the League of California Cities and the State of California. The City of Cloverdale misses him greatly.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Cloverdale City Manager Paul Cayler at 707-894-1710, if you have any questions.

Sincerely,

Carol Russell
Mayor
City of Cloverdale

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org



Mayor Rick Holley * *Mayor Pro Tem Ron Gastineau*
Council Member Richard Enea * Council Member Kelly Schellong * Council Member Kathryn Murray
City Clerk Robin Patch * City Attorney Robert N. Black * City Manager Eugene M. Palazzo

June 23, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

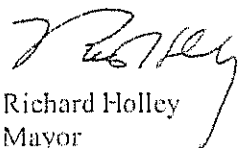
Dear President Cisneros:

The City of Crescent City supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Illegal marijuana grows have a devastating impact on the State and federal public lands surrounding our community. They create unsafe conditions for our visitors. The use of unregulated fertilizers, pesticides, insecticides and rodenticides contaminate the land and ground water.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Eugene Palazzo, City Manager at 707-464-7483 ex 232 or epalazzo@cresecentcity.org, if you have any questions.

Sincerely,


Richard Holley
Mayor
Crescent City

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org



CITY OF EUREKA

531 K Street • Eureka, California 95501-1146

CITY MANAGER

• (707) 441-4144

fax (707) 441-4138

June 26, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Eureka supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Our city has seen an increase in gang activity and organized crime within the Greater Eureka Area as a result of illegal growing operations. Our law enforcement and community safety have been negatively impacted by these criminal activities.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Greg Sparks at 707.441.4140 or gsparks@ci.eureka.ca.gov, if you have any questions.

Sincerely,

Greg L. Sparks
City Manager
City of Eureka

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802
<http://city.fortbragg.com>

June 23, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows
Resolution**

Dear President Cisneros:

The City of Fort Bragg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.


The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Fort Bragg lost City Councilmember and former Mayor Jere Melo in August 2011 when he walked into an illegal grow site and was shot and killed by the person guarding said site.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Linda Ruffing at 707-961-2823 or lruffing@fortbragg.com, if you have any questions.

Sincerely,


Dave Turner
Mayor


Scott Deitz
Councilmember


Meg Courtney
Vice Mayor


Doug Hammerstrom
Councilmember


Heidi Kraut
Councilmember

cc: Kathryn Murray, President, Redwood Empire Division c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org



CITY OF HEALDSBURG ADMINISTRATION

401 Grove Street
Healdsburg, CA 95448-4723

Phone: (707) 431-3317
Fax: (707) 431-3321

Visit us at www.ci.healdsburg.ca.us

June 30, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

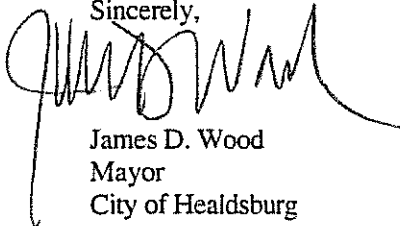
Dear President Cisneros:

The City of Healdsburg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me either by phone at (707) 431-3317 or by e-mail at jwood@ci.healdsburg.ca.us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Wood".

James D. Wood
Mayor
City of Healdsburg

cc: Kathryn Murray, President, Redwood Empire Division
c/o Sara Rounds, Regional Public Affairs Manager,
LOCC Redwood Empire Division, srounds@cacities.org

CITY OF LAKEPORT

*Over 100 years of community
pride, progress and service*



July 1, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: ENVIRONMENTAL AND PUBLIC SAFETY IMPACTS OF ILLEGAL MARIJUANA GROWS RESOLUTION

Dear President Cisneros:

The City of Lakeport supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at (707) 263-5615, Ext. 12 or by email at kparlet@cityoflakeport.com if you have any questions.

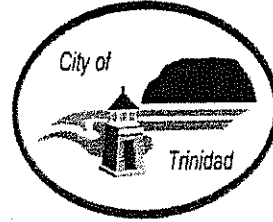
Sincerely,

Kenneth Parlet, II
Mayor

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

CITY OF TRINIDAD

P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223
Fax: (707) 677-3759



July 2, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Trinidad supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Sincerely,

A handwritten signature in black ink that reads "Julie Fulkerson".

Julie Fulkerson
Mayor

Cc: Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division



June 30, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Ukiah supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Jane Chambers, City Manager, at 7407-463-6210 or jchambers@cityofukiah.com, if you have any questions.

Sincerely,

Philip E. Baldwin
Mayor

Mary Anne Landis
Vice Mayor

Benj Thomas
Councilmember

Douglas F. Crane
Councilmember

Steve Scalmanini
Councilmember

Cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org