

**Tuesday, May 3, 2016, 7:00 p.m.**

City Council Chambers, 333 Civic Center Plaza

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

**Americans With Disabilities Act** - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6000) 24 hours prior to the meeting.

**Addressing the Council on Items on the Agenda** - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

**Consent Calendar** - All items listed on the Consent Calendar are considered routine and/or consistent with previous Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS – Employee of the Month  
– D.A.R.E. Presentations  
– National Public Works Week (May 15-21, 2016) Proclamation  
– Nation Day of Prayer Proclamation  
– Older Americans Month Proclamation  
– Stroke Awareness Month Proclamation  
– Recognition of City Attorney

1. CONSENT CALENDAR

- A. Adopt Council Minutes – April 11, 2016 Closed Session Minutes.
- B. Approve Amendment Number Six to the Professional Services Agreement (PSA) With Drake Haglan and Associates of Sacramento, California for Additional Design Services for the Eleventh Street - East Tracy Overhead Bridge, Number 29C-0126 – CIP 73063, Federal Project Number HBLS-5192(020), and Authorize the Mayor to Execute the Amendment
- C. Adopt the Memorandum of Understanding Between the City of Tracy and General Teamster Local No. 439, IBT (Teamsters)
- D. Adopt a Resolution Approving an Employment Agreement Between Bill Sartor and the City of Tracy to Serve as City Attorney
- E. Adoption of a Resolution Designating Hinderliter, De Llamas & Associates as Authorized City Representative to Examine Sales and Use Tax Records
- F. Approve Amendment No. 2 to the Professional Services Agreement with Goodwin Consulting Group, Inc. for Continued Analyses and Collaboration Regarding Fiscal Impacts from New Development and Approve Funding Allocation
- G. Waive Second Reading and Adopt Ordinance 1215, An Ordinance of the City of Tracy Amending Sections 3.04.010 and 3.04.060 of the Tracy Municipal Code Pertaining to Safe and Sane Fireworks
- H. Authorize Establishment of Parking Restrictions on Tenth Street Between Central Avenue and B Street
- I. Approval of Real Property Purchase Agreement Between the City of Tracy and Various Property Owners for the Reconstruction and Widening of MacArthur Drive Between Schulte Road and Valpico Road, CIP 73126, Federal Project No. STPL-5192 (033)

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARING TO CONSIDER A PRELIMINARY AND FINAL DEVELOPMENT PLAN APPLICATION FOR THE ADDITION OF A 1.21 ACRE (52,700 SQ. FT.) AUTO INVENTORY PARKING LOT, INCLUDING LANDSCAPE AND STORMWATER IMPROVEMENTS, ON THE WEST SIDE OF TRACY MAZDA, ASSESSOR'S PARCEL NUMBER 212-270-23, LOCATED IN THE TRACY AUTO PLAZA. APPLICANT IS SIMILE CONSTRUCTION SERVICES AND PROPERTY OWNER IS TAZ AND MILENA HARVEY; APPLICATION NUMBER D15-0022
4. REPEALING CHAPTER 9.40, BLOCK NUMBERING PLAN, AND ADOPTING CHAPTER 9.40 STREET NAMES AND NUMBERING, OF THE TRACY MUNICIPAL CODE TO PROVIDE UPDATED REGULATIONS FOR STREET NAMING, RENAMING, AND ADDRESS NUMBERING
5. ADOPT A FISCAL SUSTAINABILITY POLICY FOR NEW DEVELOPMENT WITHIN THE CITY OF TRACY
6. ITEMS FROM THE AUDIENCE
7. COUNCIL ITEMS
  - A. APPOINT AN APPLICANT TO REPRESENT THE CITY OF TRACY ON THE SAN JOAQUIN COUNTY MOSQUITO ABATEMENT DISTRICT BOARD
8. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

April 11, 2016, 6:30 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Maciel called the meeting to order at 6:30 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Mitracos, Vargas, Mayor Pro Tem Rickman and Mayor Maciel present. Council Member Young absent.
3. ITEMS FROM THE AUDIENCE –There were none.
4. CLOSED SESSION

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

Position Title: City Attorney

Labor Negotiations (Gov. Code, § 54957.6)

Unrepresented Employee: City Attorney

City's designated representative(s): An individual City Council Member or a subcommittee of the City Council

5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Rickman motioned to recess the meeting to closed session at 6:31 p.m. Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – Mayor Maciel reconvened the meeting into open session at 7:30 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Mayor Pro Tem Rickman motioned to adjourn the meeting, Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered. Time 7:30 p.m.

The agenda was posted at City Hall on April 7, 2016. The above are action minutes.

\_\_\_\_\_  
Mayor

ATTEST:

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

AGENDA ITEM 1.B

REQUEST

**APPROVE AMENDMENT NUMBER SIX TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DRAKE HAGLAN AND ASSOCIATES OF SACRAMENTO, CALIFORNIA, FOR ADDITIONAL DESIGN SERVICES FOR THE ELEVENTH STREET – EAST TRACY OVERHEAD BRIDGE, NUMBER 29C-0126 – CIP 73063, FEDERAL PROJECT NUMBER HBLS-5192(020), AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT**

EXECUTIVE SUMMARY

The Eleventh Street Overhead Bridge construction bid documents allow the contractor to value engineer the approved design. Amendment Number Six to the existing PSA with Drake Haglan and Associates provides additional services for review of design and cost analysis proposed through value engineering by the contractor.

DISCUSSION

The Eleventh Street Overhead Bridge replacement project is under construction. Drake Haglan and Associates of Sacramento are the design consultants and Tiechert – MCM joint venture is the construction contractor. City Council approved the PSA with Drake Haglan and Associates on October 7, 2014 to complete the design of the project.

The project contract documents complying with Caltrans specifications allow the contractor to complete value engineering and propose changes for cost savings without compromising the goals, quality and integrity of the project. The cost savings, if changes are approved, must be shared equally between the owner (City) and the contractor.

The contractor, Tiechert – MCM joint venture, exercised the value engineering option and proposed “pre-cast girder structure” instead of “cast in place concrete box girder” without changing the geometry. Drake Haglan and Associates completed the design and cost saving review analysis and Caltrans approved the changes. Out of the total net saving of \$831,527.84, the City’s savings will be \$415,763.92.

The additional services in the amount of \$71,031 were provided by Drake Haglan and Associates for analyzing, reviewing and coordinating the changes with Caltrans for approval; thus necessitating the Amendment Number Six to the original PSA. The cost of the additional services will be paid from the City’s savings from the value engineering.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The cost of this amendment will be paid from the amount of the savings achieved from the value engineering of this project CIP 73063.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, Amendment Six to the Professional Services Agreement (PSA) with Drake Haglan and Associates of Sacramento, California, for additional design services for the Eleventh Street – East Tracy Overhead, Bridge – CIP 73063, Federal Project Number HBL5-5192(020) for a not to exceed amount of \$71,031, and authorize the Mayor to execute the amendment.

Prepared by: Zabih Zaca, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, Utilities Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT

Attachment A – Amendment Six to Drake Haglan PSA

**CITY OF TRACY  
AMENDMENT NO. 6 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN PROFESSIONALS FOR  
11<sup>TH</sup> STREET – EAST TRACY OVERHEAD BRIDGE#29C-0126  
CIP 73063  
FEDERAL PROJECT NO. BHLS-5192(020)**

This Amendment No.6 (hereinafter "Amendment") to the Professional Services Agreement for project management, project study report, Environmental Analysis and preparation of design alternatives, for the 11<sup>th</sup> Street – East Tracy Overhead Bridge is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and Drake Haglan & Associates, Inc., a California Corporation (Hereinafter "Consultant").

**RECITALS**

- A. The City and Consultant entered into a Professional Services Agreement (PSA) for project management, project study report, Environmental Analysis and preparation of design alternatives, for the 11<sup>th</sup> Street – East Tracy Overhead Bridge (hereinafter "Agreement"), CIP 73063 which was approved by the City Council on October 20, 2009, pursuant to Resolution No. 2009-184.
- B. On May 10, 2011, pursuant to Resolution No. 2009-184, the Development and Engineering Services Director executed Amendment No. 1 to Agreement to provide additional services.
- C. Since then, a total of five amendments to the PSA were executed for additional services related to this project.
- D. Additional services are required from the consultant to review value engineering work performed by the construction contractor in accordance with the project specifications and contract documents.
- G. At the request of the City and in compliance with the terms of the Agreement, on January 27, 2016, Consultant submitted a proposal to perform required additional services related to design support services during construction as described in this Amendment 6 to the referenced Professional Service Agreement. In April, 2016, after negotiations between City and Consultant, the parties have reached an agreement for the performance of the additional services during construction in accordance with the terms set forth in this Amendment.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by

this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

**2. Terms of Amendment.**

The following language shall be added as sub-item 2.6 to Paragraph 2 of the Agreement.

Consultant shall perform the tasks described in Exhibit "A" attached hereto and incorporated herein by reference.

The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Dennis M. Haglan**. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," of the Agreement, nor shall Consultant use any subcontractors or subConsultants, without the prior written consent of the City.

The following language shall be added to Section 5.1 of paragraph 5 of the Agreement.

In addition, for services performed by Consultant in accordance with Amendment No. 6, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," of the Agreement incorporated herein by reference. Consultant's fee for this Amendment No. 6 is Not to Exceed SEVENTY ONE THOUSAND, THIRTY ONE (\$71,031). Consultant's billing rates shall cover all costs and expenses of every kind and nature for Consultant's performance of this Amendment No. 6 to the Agreement as outlined in Exhibit "A". No work shall be performed by Consultant in excess of the Not To Exceed amount without the prior written approval of the City. Compensation for the extra services to be done by the Consultant under this Amendment No. 6 shall be as described in Exhibit "A".

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



City of Tracy

Amendment No.6 to Professional Services Agreement for Project Management, Project study Report, Environmental Analysis and Design alternatives for 11<sup>th</sup> street – East Tracy Overhead Bridge, CIP 73063, Federal Project no. BHLS-5192(020)

Page 3 of 4


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

CITY OF TRACY

CONSULTANT

Drake Haglan and Associates, Inc.

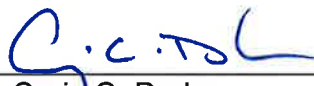
By: \_\_\_\_\_  
Michael Maciel  
Title: Mayor  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Dennis M. Haglan  
Title: President  
Date: 4/11/2016

Federal Tax ID 26-0747074

Attest:

By: \_\_\_\_\_  
Nora Pimentel  
Title: City Clerk  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Craig C. Drake  
Title: Chief Financial Officer  
Date: 4/11/2016

Approved as to form

By: \_\_\_\_\_  
Daniel G. Sodergren  
Title: City Attorney  
Date: \_\_\_\_\_

CITY OF TRACY  
AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN PROFESSIONALS FOR 11<sup>TH</sup> STREET – EAST TRACY OVERHEAD BRIDGE  
#29C-0126 CIP 73053, FEDERAL PROJECT NO. BHLS-5192(020)

EXHIBIT A  
Scope of Services

**Task 19.0 Construction Support - DHA** **-\$946.49**

- No change to scope (reallocation of fee shown to TASK 19.3)

**Task 19.1 VECP 2 Superstructure** **\$42,405.90**

- DHA will provide an independent review of the Value Engineering Change Proposal 2 (VECP2) prepared by the Contractor. DHA will provide a compiled set of comments on the VECP2 plans and calculations.
- DHA will attend meetings and participate in conference calls with the City, The Hanna Group and the Contractor to discuss the VECP 2 review comments.

**Task 19.2 VECP 3 WSID Canal** **\$21,978.39**

- DHA will provide new and updated plan sheets and a cost estimate for the Value Engineering Change Proposal 3 (VECP3) involving shortening Retaining Wall No. 6 and piping an additional amount of the West Side Irrigation District open canal.

**Task 19.3 VECP 4 Detour Structural Section** **\$946.49**

- DHA will investigate the Value Engineering Change Proposal 4 (VECP 4) by the Contractor to revise the structural section thickness of the temporary detour roadway.

**Task 21.1 Parikh VECP 2** **\$6,646.22**

- Parikh Consultants will drill an additional boring and provide analysis to assist in validating the Contractor proposed VECP 2.

**Total of Tasks 19.0 through 21.1 = \$71,031.00**

RESOLUTION 2016-\_\_\_\_\_

APPROVE AMENDMENT NUMBER SIX TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DRAKE HAGLAN AND ASSOCIATES OF SACRAMENTO, CALIFORNIA, FOR ADDITIONAL DESIGN SERVICES FOR THE ELEVENTH STREET – EAST TRACY OVERHEAD, BRIDGE NUMBER 29C-0126 – CIP 73063, FEDERAL PROJECT NUMBER HBL5-5192(020), AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, City Council approved the PSA with Drake Haglan and Associates on October 7, 2014, to complete the design of the Eleventh Street East Tracy Overhead Bridge, and

WHEREAS, The Eleventh Street Overhead Bridge replacement project is under construction and Drake Haglan and Associates of Sacramento are the design consultants and Tiechert – MCM joint venture is the construction contractor, and

WHEREAS, The project contract documents, complying with Caltrans specifications, allow the contractor to complete value engineering and propose changes for cost savings without compromising the goals, quality and integrity of the project, and

WHEREAS, The contractor, Tiechert – MCM joint venture, exercised the value engineering option and proposed “pre-cast girder structure” instead of “cast in place concrete box girder” without changing the geometry, and

WHEREAS, Drake Haglan and Associates completed the design and cost saving review analysis approved by Caltrans resulting in a total net saving of \$831,527.84, the City’s savings will be \$415,763.92, and

WHEREAS, The additional services in the amount of \$71,031 were provided by Drake Haglan and Associates which will be paid from the project cost savings;

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council approves Amendment Number Six to the Professional Services Agreement (PSA) with Drake Haglan and Associates of Sacramento, California, for additional design services for the Eleventh Street – East Tracy Overhead, Bridge – CIP 73063, Federal Project Number HBL5-5192(020) for a not to exceed amount of \$71,031, and authorizes the Mayor to execute this amendment.

\* \* \* \* \*

The foregoing Resolution 2016-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 3<sup>rd</sup> day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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MAYOR

ATTEST:

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CITY CLERK

AGENDA ITEM 1.C

REQUEST

**ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND GENERAL TEAMSTERS LOCAL NO. 439, IBT (TEAMSTERS)**

EXECUTIVE SUMMARY

The Memorandum of Understanding between the City of Tracy and General Teamsters Local no. 439, IBT expired on June 30, 2015. Representatives from the City and General Teamsters Local No. 439 (Teamsters) met and conferred in good faith and negotiated a new Memorandum of Understanding. The attached agreement covers a period of 36 months (three years), effective on July 1, 2015, and expires June 30, 2018.

DISCUSSION

There are several key changes in the Teamsters Memorandum of Understanding. These include the following:

1. Salary Adjustments for all classifications:

January 2016	3% salary adjustment
July 2016	2% salary adjustment
January 2017	2% salary adjustment
July 2017	2% salary adjustment
January 2018	2% salary adjustment
  
2. One-time payment:

Following Council Adoption	5% lump sum of base salary
----------------------------	----------------------------
  
3. Equity Increases:

Following Council Adoption	
Electrician, Sr. Electrician,	5% salary adjustment
Plant Mechanic,	
Crime Scene Technician	3% salary adjustment
  
4. Shift Differential Increases:

Following Council Adoption	
Evening shift differential	\$1.10 per hour
Night shift differential	\$2.00 per hour
  
5. Uniform Allowance increase for specified classification:

Allowance increased from \$550 per year to \$800 per year.
  
6. Additional Certification Pay:
  - a. Building/Fire Inspector Certifications
 

Added language to include incentivized certifications for inspectors whose initial focus will be on building inspection.
  
  - b. Commercial Driver License Pay
 

Added incentive for those positions requiring a Class A license (\$900/year)

- c. Universal EPA Certification Pay  
Added incentive for those in possession of the certification and assigned HVAC duties.

Other provisions of the contract were added or altered to include updated statutory language regarding pension reform or to further clarify current practices.

7. Public Employees' Pension Reform Act- Statutory Language updates: Public Employment pension laws changed effective January 1, 2013. For new employees entering the California Public Employees Retirement System (CalPERS) membership for the first time on or after January 1, 2013, those employees are subject to all the provisions of the law, including but not limited to the two percent at age 62 (2 @ 62) retirement formula with a three year final compensation period. Additionally, these employees shall pay the full Employee Paid Member Contribution (EPMC) as required under the Public Employee Pension Reform Act which took effect in 2013.

## 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 fiscal impact for approving this MOU package is estimated at \$3,191,000 during the term of the contract with approximately \$1,591,000 in ongoing costs. For FY 2015/16, \$805,000 is being requested to be appropriated from fund balance to cover the cost of the MOU. Future year costs will be incorporated into the appropriate departmental operational budget.

## RECOMMENDATION

That the City Council, by resolution, adopt the Memorandum of Understanding between the City of Tracy and Teamsters.

Prepared by: Midori Lichtwardt, Human Resources Manager

Reviewed by: V. Rachele McQuiston, Administrative Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment: General Teamster Local no. 439, IBT Memorandum of Understanding

RESOLUTION 2016 - \_\_\_\_\_

APPROVING A NEW MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF TRACY AND GENERAL TEAMSTERS LOCAL NO. 439, IBT COVERING THE PERIOD OF JULY 1, 2015 TO JUNE 30, 2018

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and General Teamsters Local No. 439, IBT (Teamsters) expired on June 30, 2015, and

WHEREAS, Representatives from the City and Teamsters have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2015 through June 30, 2018, and

WHEREAS, All parties agreed to the newly negotiated Memorandums of Understanding covering the period of July 1, 2015 to June 30, 2018

NOW, THEREFORE, BE IT RESOLVED, That City Council approves a new Memorandum of Understanding between the City of Tracy and General Teamsters Local No. 439, IBT

\*\*\*\*\*

The foregoing Resolution 2016 - \_\_\_\_\_ was adopted by the Tracy City Council on the 3rd day of May, 2016 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

\_\_\_\_\_  
Mayor

ATTEST:

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

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

GENERAL TEAMSTERS LOCAL NO. 439, IBT

~~July 17, 2012 Through June 30, 2015~~  
July 1, 2015 Through June 30, 2018



Think Inside the Triangle™

Human Resources Department  
333 Civic Center Plaza  
Tracy, CA 95376  
(209) 831-6150  
[www.ci.tracy.ca.us](http://www.ci.tracy.ca.us)



**GENERAL TEAMSTERS LOCAL NO. 439, IBT**  
~~**July 17, 2012 through June 30, 2015**~~  
**July 1, 2015 through June 30, 2018**  
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**GENERAL TEAMSTERS LOCAL NO. 439, IBT**  
~~**July 17, 2012 through June 30, 2015**~~  
**July 1, 2015 through June 30, 2018**  
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**GENERAL TEAMSTERS LOCAL NO. 439, IBT**  
~~**July 17, 2012 through June 30, 2015**~~  
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**CITY OF TRACY**  
**GENERAL TEAMSTERS LOCAL NO. 439, IBT**  
**MEMORANDUM OF UNDERSTANDING (MOU)**  
**EFFECTIVE July 1, ~~2012~~ 2015- June 30, ~~2015~~ 2018**

General Teamsters Local No. 439, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Public Employees Bargaining Unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This MOU shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing ~~July 17, 2012~~ July 1, 2015 and ending June 30, ~~2015~~ 2018.

**Section 1. Recognition**

**1.1 Union Recognition**

The General Teamsters Local No. 439 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union", is recognized as the employee organization as provided in the City's Employer-Employee Relations Resolution for all employees assigned to the classifications listed in Section 5.1 and Exhibit A.

**1.2 City Recognition**

The City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City."

**Section 2. No Discrimination**

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the City. Neither the City nor the Union shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or

mental disability which does not prevent an employee from meeting the minimum standards established.

### **Section 3. Union Security**

#### **3.1 Agency Shop**

Except as provided otherwise in this Section, employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in-lieu thereof.

#### **3.2 Implementation**

Any employee hired by the City, subject to this MOU shall be provided, through the employee's department, with a notice advising that the City has entered into an Agency Shop agreement with the Union. All employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee.

Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to Department Payroll. If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the first pay warrant of the month for such employee

The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment; except that initiation fees shall be deducted in two installments, in successive pay periods, beginning with the first pay period. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized.

When an employee is in a non- pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non- pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions, including health care deductions, have priority over Union dues and service fees.



### **3.3 Religious Exemption**

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, be permitted upon presentation of verification of active membership in such religion, body or sect to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declarations of, or applications for religious exemption, and any supporting documentation, shall be forwarded to the Union within fifteen (15) days of receipt by the City. The Union shall have fifteen days (15) after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or the City Manager's designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction. For purposes of this Section, charitable deduction means a contribution to the McHenry House, United Way, or the California Nature Conservancy.

### **3.4 Financial Reports**

The Union shall annually submit copies of the financial report, required by the Labor-Management Disclosure Act of 1959, to the City Personnel Officer. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Union.

Failure to file such a report within one hundred (100) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

### **3.5 Payroll Deductions**

The City shall deduct Union dues or service fees from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted. The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious exemption as described herein.

### **3.6 Hold Harmless**

Unions shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the

Agency Shop provisions herein. In no event shall the City be required to pay from its own funds the Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

### **3.7 Suspension of Agency Fees**

For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of Agency service fees without jeopardy to the employee.

### **3.8 Waiver of Election for Newly-Represented Employees**

The accretion of classifications and/or employees to the unit set forth in Section 1 of this MOU shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

### **3.9 Use of City Facilities and Bulletin Boards**

The Union may, with the prior approval of the City Manager or the City Manager's designee, use the City facilities during non- work hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Union.

The Union may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

## **Section 4. Union Representatives**

### **4.1 Attendance at Meetings by Employees**

Any bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to Union representation at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

## **4.2 Shop Stewards**

The Union may appoint a reasonable number of shop stewards. Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The steward shall obtain the approval of the Department Head, or the Department Head's designee, before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance. Such approval shall not be unreasonably denied.

## **4.3 Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Union and officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Director or the Personnel Officer. Such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections or distributing literature, shall not be conducted during on-duty hours.

The Union shall designate, in writing to Human Resources Director, the names of the representatives listed above.

## **4.4 Access to Personnel Files**

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document.

#### **4.5 List of Employees**

Twice a year, the City shall furnish the Union with the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the City shall not be required to provide such information in any format other than one already used by the City.

#### **4.6 Advance Notice**

Except in cases of emergency, Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet with management representatives prior to adoption.

### **Section 5. Salary Plan**

#### **5.1 Salary**

The rates of pay set forth in this Section represent the standard rate of pay for each classification. Employees occupying a position in a classification covered by this MOU shall be paid at a base salary within the range established for that position's classification. The semi-monthly salary ranges for each classification ~~on July 17, 2012~~ is detailed in Exhibit A.

##### **5.1.1 Cost of Living Increases**

~~Effective July 17, 2012 through June 30, 2015, there shall be no Cost of Living Increases provided for the duration of this agreement.~~

**Effective January 1, 2016, salary ranges for classifications in this unit shall be increased by 3%.**

**Effective July 1, 2016, salary ranges for classifications in this unit shall be increased by 2%.**

**Effective January 1, 2017, salary ranges for classifications in this unit shall be increased by 2%.**

**Effective July 1, 2017, salary ranges for classifications in this unit shall be increased by 2%.**

**Effective January 1, 2018, salary ranges for classifications in this unit shall be increased by 2%.**

In addition, Teamsters members employed at the time of Council adoption shall be paid a one-time bonus equal to five percent (5%) of the employee's base salary. This one-time payment shall be made at the first full pay period following Council Adoption.

### 5.1.2 Additional Market Pay Increases

~~Effective July 17, 2012 through June 30, 2015, there shall be no Market Pay Increases provided.~~ Effective the first pay period following ratification of this contract by Teamsters and adoption by the City Council:

- (i) the classifications of Electrician, Senior Electrician, Plant Mechanic I, Plant Mechanic II and Instrumentation Technician shall receive a 5% market pay increase; and
- (ii) the classification of Crime Scene Technician shall receive a 3% market pay increase.

### ~~5.1.3 Custodian Pay~~

~~The base pay for employees in the Custodian classification shall not increase during the term of this Agreement.~~

### 5.2 Pay Days

Employees shall be paid twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as overtime, vacation, and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.

During the term of this agreement, the City may change the pay dates to 26 pay periods a year after meeting with the Union regarding the impact of the decision and the implementation dates for such change.

### 5.3 Salary for New Employees

The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another step is in the best interest of the City.

#### **5.4 Salary Range**

Each employee shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

#### **5.5 Salary Upon Promotion**

When an employee is promoted, s/he shall normally receive the first step in the salary range for the new position. However, if such step results in a salary increase of less than five percent (5%), the employee shall be placed at a salary step that provides a minimum of a five percent (5%) increase, provided that in no event the new salary is above Step E of the promoted class.

#### **5.6 Salary Upon Demotion**

When an employee is demoted, his/her compensation shall be adjusted to the salary that most closely approximates the employee's salary in the higher classification. In no event shall the new salary be higher than the fifth step of the lower classification.

If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

#### **5.7 Work in a Higher Classification**

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned when the employee has worked his/her entire regular shift. After making such assignments, the City shall not reassign for sole purpose of avoiding payments of such higher amounts. Employees temporarily assigned to a higher classification shall be covered by this MOU and shall receive the benefits afforded by it.

Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum six percent (6%) increase but no less than Step A and no more than Step E of the higher classification. If the six percent (6%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Further details relating to the payment of out-of-class pay are contained in the City's Administrative Procedure on Out-of-Class Pay.

## 5.8 Minimum Wage

All City employees shall receive a salary equal or greater than the minimum wage as specified by State or Federal Law.

## 5.9 Entry Salary

Each new employee shall be paid at the first step of the range for the classification in which s/he is hired. If the employee possesses exceptional training or experience, the employee may, with the approval of the Personnel Officer, start at a step above the first step. **The City shall notify the Union of any occasion where a new employee is hired at a starting salary in Step "C" or above for the applicable classification.**

## 5.10 Advancement (Step Increases)

Upon completion of the probationary period of employment, an employee appointed at Step A is eligible for a step increase. Additional step increases will be on an annual basis until the attainment of Step E. All step increases shall be based upon satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based upon documented performance evaluations. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

Increases of more than one step, for superior performance, may be granted upon recommendation by the Department Director and approval by the Personnel Officer. **The City shall provide the Union with a report every six months (once in January and once in July) listing the name of each bargaining unit member who received a step increase of more than one step in the preceding six months.**

## 5.11 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and
- b. Certification from the employee's Department Head that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the City Manager as beneficial to the City.

## **Section 6. Hours of Work**

### **6.1 Workweek**

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Director. For employees permitted to work on the 9/80 schedule, the workweek shall be mid-way through the Friday the employee works to the following Friday noon. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

### **6.2 Shift Trades**

An employee may be allowed a voluntary shift trade with prior approval of the Department Director. Primary consideration shall be given to the needs of the City, with as much regard as possible for the wishes of the employee.

## **Section 7. Overtime, Call-Back**

### **7.1 Definition**

Overtime is work in excess of the employee's regular work shift and which has the prior approval of the Department Director or designated representative. Overtime shall also be paid for work performed on the employee's scheduled days off. Employees who are called in prior to their normal work schedule but continuous with their normal work schedule shall receive overtime for hours worked before their normal work schedule begins. Employees ordered to work after the work schedule, but continuous with their normal work schedule shall receive overtime for hours worked after their normal work schedule.

Leave time, whether paid or unpaid, is not included in computing the daily work period for overtime purposes. The City shall not change the workweek to avoid paying overtime consistent with FLSA.

### **7.2 Scheduled and Emergency Overtime**

Unless excused by the Department Director, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. Failure or refusal of the employee to work overtime, in accordance with this provision, shall be grounds for discipline.



When overtime work of a Communication Operator II is needed, the overtime shall be offered first to the Communication Operator II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to best meet operational needs.

**When scheduled overtime work of (i) any worker in the Public Works Department, (ii) Building Inspector I or II, or (iii) Construction Inspector I or II, is needed, the overtime shall be offered first to employees in the division (i.e. water, streets, parks) for which the overtime is needed, by seniority. If the need cannot be met with the specific division, the overtime may be offered to other employees, by seniority. If less than two (2) hours' notice is given, the City will make best efforts to assign overtime within the division, by seniority, but if not feasible, the Department may assign overtime to best meet operational needs.**

### **7.3 Overtime Compensation**

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the base rate of pay; except for holiday overtime, which shall be computed at the rate of three (3) times the base rate of pay.

For 24/7 operations, there are four categories of pay:

1. Regular hourly rate of pay: This equals an employee's annual salary divided by 2080 hours;
2. Overtime for regular hourly rate of pay: This equals an employee's base hourly rate multiplied by 1.5.
3. Holiday hourly rate of pay on Holiday worked: This equals an employees' base hourly rate multiplied by 1.5.
4. Overtime for Holiday hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay multiplied by 3.

Overtime shall be computed at the following formula: Hourly rate equals monthly salary times twelve (12) months divided by 2080 hours. [Hourly rate multiplied by total number of hours worked equals straight-time pay]. Hourly rate multiplied by number of hours worked in excess of forty (40) hours and times one and one-half (1-1/2) equals overtime pay plus straight hourly pay equals total compensation for a workweek.

### **7.4 Compensatory Time**

An employee may request, through the Department Director, compensatory time off or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Department Director to assure assignment of adequate personnel to provide and maintain the City services. No employee may accrue more than two

hundred (200) hours of compensatory time. An employee shall receive paid overtime for all hours worked in excess of the two hundred (200) hours.

Compensatory time shall be paid to an employee only in emergencies as determined and approved by the Department Director, and at termination.

## **7.5 Call-Back Pay**

Call Back Pay is paid for when an employee is called for unscheduled or emergency work after the employee has returned home or on the employee's day off. Call Back is not paid when the work is scheduled or when the work is continuous with, regularly scheduled hours. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees shall be given first refusal of call-back or emergency work consistent with and subservient to Sections 7.2 and 23.

Employees called back on a City holiday shall be paid a minimum of three (3) hours at time and one-half the employee's hourly rate of pay.

All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

## **7.6 Court Appearance**

Employees who are required to testify in court in their official capacity as a police department employee and are scheduled to appear within one (1) hour after the regularly scheduled work shift, or conclude the court appearance within one (1) hour before the regularly scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police department employee shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

## **7.7 Stand-by Pay**

The employee who is on stand-by duty shall receive sixteen (16) hours of regular pay for each workweek of standby duty which includes Saturday, Sunday and Holidays. Sixteen (16) hours of regular pay is provided as an incentive for standby and emergency work hours.

All work performed during a standby tour of duty shall be compensated at one and one-half (1-1/2) times the hourly rate of pay. Standby employees shall be entitled to a minimum of two (2) hours at one and one-half (1-1/2) times for their first two call-outs per twenty-four (24) hour period. Subsequent call-outs (more than two) during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at one and one-half (1-1/2) times the hourly rate of pay.

Employees shall not be entitled to additional standby pay for workweeks during which a holiday occurs; however, a standby employee shall be entitled to a minimum of four (4) hours pay at one and one-half (1-1/2) times for their first two call-backs on a holiday. Subsequent call-backs during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at one and one-half (1-1/2) times the hourly rate of pay.

## **Section 8. Differentials**

### **8.1 Shift Differential**

The City shall pay shift differential to employees as follows:

(a) Qualifications

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the employee to work either an evening shift or a night shift. Evening and night shifts are determined by each department as the hours vary.

(b) Shift Premiums

Effective ~~July 1, 2007~~ **the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council**, shift differential for the evening shift shall be **One Dollar and Ten Cents (\$1.10)** ~~Eighty five Cents (\$.85)~~ per hour worked and shift differential for the night shift shall be **Two Dollars (\$2.00)** ~~One Dollar and Seventy five Cents (\$1.75)~~ per hour worked. Such shift differential shall be paid for the regularly assigned straight-time work schedule; provided however, that the shift differential will be considered in the employee's base rate of pay for the purposes of calculating overtime payments.

(c) Paid Leaves

Whenever an employee who regularly works a shift qualifying for shift differential, is on vacation, sick leave, disability or other paid or unpaid leave, will not have shift differential included in computing the pay for such leave. Such shift differential shall be paid to that employee's replacement.

(d) Shift differential shall not be paid for accrued time paid at the time of termination.

**8.1.1 Education Material and Training**

The City will pay for education material and necessary training courses to obtain and maintain certification(s) and/or to perform duties the City may require.

**8.2 Wastewater Certification Pay**

**Utilities Operators and** Senior Wastewater Plant Operators shall receive additional compensation in the amount of two and one-half percent (2 1/2%) above their current salary step for possession of a valid Grade IV Wastewater Treatment Plant Operator Certificate from the State of California Water Resources Control Board.

**Utilities Operators and** Senior Water Treatment Plant Operators shall receive additional compensation in the amount of two and one-half percent (2.5%) above their current salary step for possession of a valid Grade IV Water Plant Operator Certificate from the State of California Department of Health Services.

The City shall pay State Department of Public Health certification renewal fees for Water Plant Operators and State Water Resources Control Board certification and renewal fees for Wastewater Plant Operators, as well as certification renewal fees for Laboratory Technicians.

Details regarding the timing and payment of incentives are covered in the administrative Procedure on Education and Incentive Pay.

**8.3 Pesticide Applicator's Certificate Pay**

The City will pay an additional two and one half percent of pay (2.5%) for employees who hold a Qualified Pesticide Applicator's Certificate (QAC) and are assigned pesticide application duties.

**8.4 Training Pay – Police Department**

Individuals within the classifications of Communication Operator, Community Service Officer and Crime Scene Technician who are assigned by the Department to provide in-house training to employees in their assigned discipline shall receive 5% above their base salary as specified below.

Each discipline will have a minimum of one (1) designated training position; however, the Department may designate as many additional positions as deemed necessary. Persons appointed to these positions will be provided with additional training necessary to qualify as an in-house trainer in their assigned discipline. The five percent (5%) training pay will only be paid to those employees appointed as in-house trainers and only during the time the employee is providing training at the direction of the Department.

## 8.5 Building Inspector and Plans Examiners Certifications

### Building/Fire Inspector

Effective ~~July 1, 2007~~ **the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council**, Building/Fire Inspectors **entering the position with an initial focus on Building Inspection** shall be entitled to receive **compensation of** an additional one and one-half percent (1.5%) **per certification up to a total of six percent (6%)** above base pay for receiving and maintaining **any of the four (4) department-approved Essential Certifications or their equivalent** each of the following ICC Certificates:

### Essential Certifications

- **ICC Commercial Building Inspector or ICC California Commercial Building Inspector**
- **ICC Commercial Electrical Inspector (based on the NEC) or ICC California Commercial Electrical Inspector (based on the California Electrical Code)**
- **ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector**
- **ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector**
- ~~Electrical Inspector — California Electrical Code~~
- ~~Mechanical Inspector — California Mechanical Code OR Mechanical Inspector UMC~~
- ~~Plumbing Inspector — California Plumbing Code OR Plumbing Inspector UPC~~
- ~~Building Inspector — California Building Code OR Commercial Building Inspector~~

In addition, once a Building/Fire Inspector receives the four (4) ~~ICC certificates~~ **Essential Certifications** specified above, he or she shall be entitled to an additional one percent

(1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department approved ~~ICC~~certificates:

- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Fire Inspector I certification
- ICC Fire Inspector II certification
- ICC Building Plans Examiner or ICC California Building Plans Examiner
- ~~Accessibility Inspector/Plans Examiner~~
- ~~Building Plans Examiner OR Building Plans Examiner California Building Code~~
- ~~Electrical Plans Examiner~~
- ~~Plumbing Plans Examiner~~
- ~~Mechanical Plans Examiner~~

Effective the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council, Building/Fire Inspectors entering the position with an initial focus on Fire Inspections shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certificate for a total of six percent (6%) above base pay for receiving and maintaining any four (4) of the five (5) following department-approved Essential Certifications or equivalent

- ICC Fire Inspector I
- ICC Fire Inspector II
- ICC Commercial Building Inspector or ICC California Commercial Building Inspector
- ICC Commercial Electrical Inspector (based on the NEC) or ICC California Commercial Electrical Inspector (based on the California Electrical Code)
- ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector

In addition, once a Building/Fire Inspector receives the five (5) Essential Certifications specified above, he or she shall be entitled to an additional one percent (1%) above base pay for each additional department-approved certificate received and maintained up to an additional three percent (3%) total.

Department-approved Certificates

- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector
- ICC Building Plans Examiner or ICC California Building Plans Examiner

## Plans Examiner

Effective ~~July 1, 2007~~ **the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council**, Plans Examiners shall be entitled to receive an additional one and one-half percent (1.5%) **per certificate up to a maximum of six percent (6%)** above base pay for receiving and maintaining **any of the four (4)** each of the following ~~ICC Certificates~~ **Essential Certifications or equivalent:**

### **Essential Certifications:**

- **ICC Building Plans Examiner or ICC California Building Plans Examiner**
- **CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification**
- **ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector**
- **ICC Commercial Electrical Inspector (based on the NEC) or ICC California Commercial Electrical Inspector (based on the California Electrical Code)**
- ~~Electrical Inspector — California Electrical Code~~
- ~~Mechanical Inspector — California Mechanical Code OR Mechanical Inspector UMC~~
- ~~Plumbing Inspector — California Plumbing Code OR Plumbing Inspector UPC~~
- ~~Building Plans Examiner OR Building Plans Examiner California Building Code~~

In addition, once a Plans Examiner receives the four (4) ICC certificates specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department approved ICC certificates:

- **ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector**
- **ICC Fire Inspector I and II certifications (both certifications must be obtained for a full 1% increase in compensation)**

### **And one of the following**

- **ICC Electrical Plans Examiner Certification**
- **ICC Plumbing Plans Examiner Certification**
- **ICC Mechanical Plans Examiner**
- ~~Accessibility Inspector/Plans Examiner Building Plans Examiner~~

- ~~Electrical Plans Examiner~~
- ~~Plumbing Plans Examiner~~
- ~~Mechanical Plans Examiner~~
- ~~Building Inspector – California Building Code OR Commercial Building Inspector~~

No employee may be entitled to receive more than nine percent (9%) total above base pay under this section 8.5.

#### **8.6 Crane Assignment Pay**

Effective July 1, 2007, employees who are assigned Crane Operations duties and who are required to obtain and maintain the required Crane Operator certification shall receive an additional one and one-half percent (1.5%) above base pay.

#### **8.7 Commercial Driver's License Pay**

Effective the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council, employees in classifications that are required to maintain a Class A Commercial Driver's License shall receive an incentive pay of Nine Hundred Dollars per year (\$900), prorated per pay period.

#### **8.8 Universal EPA Certificate Pay**

The City will pay a premium of \$1,400 annually, prorated per pay period, to employees in the Building Maintenance Worker series or the Plant Mechanic series who (i) hold a Universal EPA certification allowing them to purchase and handle refrigerant and (ii) are assigned duties related to the City's refrigeration and HVAC systems that require the purchase and handling of refrigerants.

### **Section 9. Allowances**

#### **9.1 Uniforms - Parks and Public Works**

The City will provide and maintain uniforms for all employees designated to wear mandatory uniforms in the Parks and Recreation and Public Works Departments. Uniforms so provided shall be determined for each designated classification in accordance with the Administrative Procedure on Uniforms and shall remain the property of the City and shall be returned by the employee upon separation or movement to another classification of employment.

Wearing of uniforms is mandatory. Exceptions will not be allowed without a written doctor's excuse. The quality of uniforms should ensure comfort and good fit and should be adequate for weather conditions. Uniforms will be maintained by the City in accordance with the provisions of the Administrative Procedure on Uniforms.



The City will provide the appropriate marine gear for those employees that work on waterways.

**9.2 Uniforms – Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist and Community Service Officer**

Effective ~~July 17, 2012~~ following ratification of this contract by Teamsters and adoption by the City Council, Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist and Community Service Officer shall be paid an annual uniform allowance of **Eight Hundred Dollars (\$800)** ~~Five Hundred and Fifty Dollars (\$550)~~.

The allowance shall be paid during the pay period that includes June 30 of each year. Therefore, the July 1, 2012 uniform allowance will be paid during the June 30, 2012 payroll.

**9.3 Uniforms - Fire Inspectors**

Fire Inspectors shall be provided uniform shirts. In addition, Fire Inspectors will be provided a uniform jacket as needed.

**9.4 Safety Boots**

The City will reimburse up to \$190.00 per employee per fiscal year for those employees required to wear safety boots in accordance with the provisions of the Safety Boot Administrative Procedure.

The City will establish accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase safety boots or may choose to be reimbursed upon submittal of a receipt. An employee may utilize these monies to purchase more than one pair of boots within the same fiscal year with the understanding the employee shall be reimbursed no more than \$190 total for that fiscal year.

Safety boots that are a hazard due to wear or damage, through no fault of the employee, shall be replaced by the City.

Employees shall be responsible for purchasing boots that meet or exceed the standards and specifications provided by the City.

Any employee, who loses or intentionally damages boots, so the boots are no longer safe, will be responsible for the full cost of replacing the boots.

## **9.5 Tool Replacement**

When the Department Director approves the use of personal tools for the performance of City work, the employee shall receive an allowance of Two Hundred Fifty Dollars (\$250.00) each calendar year for the replacement of such tools by reason of regular usage. The allowance shall be paid the first payroll in December.

Employee-owned tools that are used to work on City equipment shall be replaced, at no cost to the employee, if they are broken or lost through theft:

- (1) The broken tool shall be given to the supervisor and
- (2) A police report shall be required as proof of theft.

The City shall continue to provide any required specialty tools and tools greater than 1" in diameter.

## **9.6 Equipment and Clothing Return**

All City-furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

## **9.7 Meal Allowance**

The City shall pay a meal allowance of Ten Dollars (\$10.00) for employees who perform a minimum of two (2) hours "unanticipated" overtime or callback work that extends through a regular meal time. The two (2) hours minimum may be continuous to a regular shift, prior to a regular shift, or a call-back, but must occur during the employee's regular meal time. For the purposes of this section, "unanticipated" means that the affected employee did not receive notice until the same day as the overtime assignment occurred.

A meal allowance shall also be paid for standby employees who are called out to work when such call out lasts four or more hours and extends through a regular meal period.

## **9.8 Mileage Reimbursement**

An employee who is required to provide transportation for the performance of his/her job or to attend required training shall be compensated at a rate established by the Internal Revenue Service. It is understood that such reimbursement does not apply to commuting by employees to or from their residences.

## 9.9 Education Reimbursement

Upon Department Director approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, supplies and tuition up to a maximum of \$2,500.00 per fiscal year, for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.

## 9.10 Credit for Training

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be submitted, by the participating employee, to the Department Director and the Human Resources Director for inclusion in the employee's personnel file.

## 9.11 Certification Allowances

**Each employee who is required, as a part of his or her job duties, to attend training for Contact Hours or Continuing Education Units to maintain job required certifications, will be reimbursed for all costs of travel, hotel, meals, and course fees, and any other expenses related to training. To be eligible for reimbursement, employees must request and receive written approval to participate in the training course from their Department Head or his/her designee prior to taking the course and incurring related expenses.**

## Section 10. Holidays

### 10.1 Paid Holidays

Regular full-time employees, except as otherwise provided herein, shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11

Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holidays (2)	

Two (2) Floating Holidays (16 hours of leave) will be credited to vacation balances on an annual basis each January. New employees shall be granted two (2) holidays or sixteen (16) hours, if hired between January and June; twelve (12) hours if hired between July and September and eight (8) hours if hired between October and December.

**10.2 Paid Holidays on 9/80 Work Schedule**

The 9/80 work schedule is a work schedule in which an employee works 80 hours in a pay period. Typically, the employee works four nine (9) hour days and one (1) eight hour day in the first week and then work four nine-hour days and have a day off in the other week.

(a) If a holiday falls on a nine hour workday, the number and hours of paid City holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

**10.3 Saturday and Sunday Holidays**

Except for employees working in a seven (7) day operation, if a holiday falls on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday. However, if a Holiday falls on a Friday City Hall is closed; eight (8) hours of leave shall be credited to vacation for each regular full time employee.

**10.4 Proclaimed Holidays**

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

**10.5 Pay Rate for Holiday Work (Monday-Friday Operations)**

Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for all hours actually worked on such holiday in addition to the eight (8) hours of holiday pay received.

## **10.6 Pay Rate for Holiday Work (Seven Day and/or 24/7 Operations)**

Any regular full-time employee who is required to work on any of the holidays specified in subsection 10.1 above, shall be paid one and one-half (1.5) times the employee's hourly rate of pay for all hours actually worked on such holiday in addition to the eight (8) hours of holiday pay received.

Employees who do not work on the specified holiday, and whose regular day off falls on that holiday, shall receive eight (8) hours pay, regardless of the normal length of their regular shift.

## **Section 11. Vacations**

### **11.1 Vacation Benefits**

Employees shall be entitled to annual vacation leave based upon length of continuous service.

From date of employment through completion of the 5th continuous year - 96 hours per year.

From beginning of 6th year of continuous employment through completion of the 10th year - 136 hours per year.

11-15 years of continuous employment - 176 hours per year.

16 years or more continuous employment - 192 hours per year.

### **11.2 Vacation Accumulation**

Employees shall not be allowed to accrue more than 400 hours of vacation leave without prior approval of the City Manager.

### **11.3 Vacation Scheduling**

Annual vacations shall be scheduled by employees with the approval of the division head. Preference in scheduling shall be based upon seniority. Any vacation use other than regular yearly scheduled vacation shall require a minimum of 24 hours' notice and supervisor approval.

### **11.4 Vacation**

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been accrued and is subject to the above restrictions. No employee may take vacation during the first six months of employment.

#### **11.5 Vacation Pay Upon Termination**

Upon termination, employees will be paid for all accrued vacation.

#### **11.6 Vacation Sell-Back**

Employees covered by this agreement are allowed an optional sell-back of accumulated vacation or floating holiday leave. Once per calendar year, an employee may sell back accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Any vacation sell-back permissible under this section requires that a minimum of 40 hours of accrued vacation leave remain in employee's leave bank.

#### **11.7 Employee Retention Incentive**

Effective July 17, 2012, all Teamsters employees who have completed 10, 15, 20, etc. years of service with the City of Tracy will have 40 hours of vacation added to their vacation accruals. The 40 hours is not retroactive. For example, all employees who have completed at least 10 years of service with the City will receive 40 hours in their vacation accruals. Subsequent 40 hours will be added on the next closest five (5) year anniversary date (15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, etc.) to come.

### **Section 12. Sick Leave**

#### **12.1 Accrual**

All regular employees shall be eligible to accrue sick leave at the following rates:  
Four (4) hours for each pay period.

For purposes of this Section, month of service shall mean 30 consecutive days.

#### **12.2 Approval**

Sick leave may be requested and used as approved by the Department Director or the Personnel Officer. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted. At that time the employee

shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying his/her supervisor ~~or the Police Department~~ prior to the time set for reporting to work.

### 12.3 Use

Sick leave should be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. **Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.**

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the employee's residence is required or for emergency medical care. Each day used for this leave shall be subtracted from the accrued sick leave balance.

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the Department Director may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's parent, spouse or domestic partner and dependent children, **parent-in-law, sibling, grandchild or grandparent.**

Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willfully shown misconduct.

### 12.4 Doctor's Certificate

It is understood that the City has a legitimate concern in preventing abuse of sick leave claims. If the City has a reason to believe that sick leave is being abused, it may request that any absence be verified. **The City may request a doctor's or dentist's note from an employee only after three (3) consecutive sick days, except in cases where the City has identified possible sick leave abuse, in which case the City may request a doctor's or dentist's note from an employee after one (1) sick day.** The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for this verification.

The Department Director or City Manager may require a written statement from an attending physician or dentist that an employee is capable and released to return to the performance of all duties of his/her position.

## **12.5 Sick Leave at Death/Termination**

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 120 days (nine hundred sixty hours).

If an employee terminates or is terminated for any reason, all accumulated sick leave shall be canceled.

However, accumulated sick leave up to 120 days shall be credited, to an employee if the employee returns to City employment within two (2) years of termination.

## **12.6 Sick Leave Conversion at Retirement**

Employees who retire with at least 10 years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in Subsection 7.3.

The retired employee and the employee's dependents shall be entitled to continued group health insurance coverage currently in effect. The premium for such coverage will be deducted from the medical insurance bank until the bank is exhausted. At that time, the coverage may be converted to an individual policy at the discretion of the employee pursuant to the terms and conditions set by the Teamsters Managed Trust.

Subject to approval by the City and Teamsters Managed Trust, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

## **12.7 Catastrophic Sick Leave Program**

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

### **ELIGIBILITY:**

1. The recipient employee or any other employee may submit a written request to the Human Resources Division to initiate the process.
2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.



3. A medical verification must be provided by the recipient employee.
4. A recipient employee is eligible to receive 90 working days of donated time per employment.
5. Donations of vacation and/or compensatory time shall be made in increments of full hours. Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.
6. The donor's hourly value will be converted to the recipient's hourly value, and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
7. The donor employee may donate vacation, compensatory time, or in lieu of holiday time, which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. In the event of the death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipient's estate at 100% of the value at the employee's final hourly rate.
10. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City's sole discretion, and shall be final and non-grievable.

### **Section 13. Workers' Compensation**

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation, the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 21 days.

Temporary disability payments under Workers' Compensation laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and his/her full salary. Payments from the insurance carrier for disability arising out of and in the course of employment shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted from the monies which the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay.

In no case may an employee receive more income than the amount of his/her normal pay.

Employees must turn in checks received from insurance carrier to the City.

#### **Section 14. State Disability and Paid Family Leave**

State Disability Insurance payments are available to employees who cannot work because of sickness or injury not job related. SDI payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain payments from SDI and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the state shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

Additionally, employees may be eligible to receive Paid Family Leave in accordance with State Law and City Policy. In such cases, the PFL will be integrated with pay in the same fashion as State Disability Insurance.

## **Section 15. Leaves of Absence**

### **15.1 Approved Absence Without Pay**

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period, not to exceed one (1) year. Failure on the part of the employee, absent without pay, to return to duty within 24 hours after the last date of the approved leave shall be cause for discharge.

For leaves of absence without pay for reasons which qualify as leave under the Family and Medical Leave Act, the City will pay health benefits in accordance with the provisions of the Family and Medical Leave Act.

### **15.2 Bereavement Leave**

- (a) In the event of a death in the immediate family, employees shall be granted leave up to a maximum of five (5) working days. The employee may, with the Department Director's permission, use vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave. Upon request, the employee shall provide appropriate verification of attendance and/or relationship.

The immediate family of an employee is defined as: parents, step-parents, parents in-law, spouse, domestic partner, child, step-child, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least 50% dependent on an employee.

- (b) In special cases, with the approval of the Department Director, and the Personnel Officer may grant a death leave in other circumstances.

### **15.3 Military Leave**

- (a) Military leave shall be granted in accordance with provisions of state and federal laws. An employee entitled to military leave shall give the Department Director an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
  
- (c) A person employed by the City to fill a position made vacant by an employee on military leave of absence shall hold such position subject to being laid off upon any of the said employees being restored to their former positions. An employee promoted to fill a position made vacant by an employee on military leave shall hold that position subject to being restored to his/her former position upon return of the employee.

#### **15.4 Maternity Leave**

Maternity leave shall be granted in accordance with City Policy and applicable state and federal laws.

#### **15.5 Family and Medical Leave Act**

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

#### **15.6 Jury Duty**

An employee shall be entitled to a leave of absence, for a reasonable time necessary, to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such a leave of absence shall be granted, with pay, up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such a leave of absence shall not be charged against the employee's sick leave or vacation leave. Any employee released from jury duty prior to the end of their regular shift shall then report to work; provided, however, that this combination of jury duty and work time shall not exceed, within a 24 hour time period, the total number of hours of the employee's regular schedule.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is

required to serve on jury duty on a regularly scheduled day(s) off, the City will endeavor to reschedule the day(s) off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

An employee who is assigned to a night or evening shift will be reassigned to a day shift for the scheduled work week, and night or evening shift premium pay shall not be discontinued during the period of assignment.

### **15.7 Voting Leave**

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

### **15.8 Attendance and Leave Reports**

Absence of all employees on vacation leave, sick leave, compensatory leave and leaves without pay granted by Department Director, shall be reported to the Department Director. Such reports shall indicate the hour and date of employment and regular days off included within the period of absence.

### **15.9 Attendance**

Effective upon adoption of this Agreement, any employee who fails to call or show for work shall receive a written reprimand on the first occasion; a three (3) day suspension on the second occasion and shall be terminated on the third (3<sup>rd</sup>) occasion. A failure to call or show for work is defined as no contact with employee's supervisor or department management within the first hour of an employee's scheduled shift. The City shall require verification when an employee submits any justification for the failure to call or show for work. The City shall consider any justification and verification submitted by an employee before exercising its right to impose discipline under this section.

## **Section 16. Insurance**

### **16.1 Health and Welfare**

The City will contribute fifty percent (50%) of the increased in monthly premiums of its healthcare contribution or \$75.00 per month, whichever is less. The City currently contributes \$1289.75 and each employee contributes \$200.20 monthly towards healthcare costs for medical, dental and vision care. The plan selected through the Teamsters Managed Trust (TMT) shall continue to be Warehouse Plan Option II (Kaiser and Pacificare).

Employees shall pay the difference, through payroll deduction, between the City's monthly contribution and the actual cost of the plan. In the event the monies necessary to fully pay the monthly cost of the plan selected in future years is less than the monies specified above, the City will only pay the actual cost of the plan. The City agrees that employees covered by this Agreement shall not have to pay more than fifteen percent (15%) of the total cost of the monthly composite rate of Warehouse Plan Option II.

In the event that modifications or amendments to the existing terms and conditions of participation in the Teamsters Managed Trust Plan which would increase the City's liability and/or cost other than the maximum contribution per month per employee, are enacted by the Trust, the City may, at its sole option, terminate participation in the Trust upon 30 days' notice to the Union and the Trust. If the City exercises this option during the term of the MOU, the City will meet and confer with the Union regarding substitute health provisions which are substantially equivalent to health and welfare benefits then being provided to other City bargaining units.

## **16.2 Life Insurance**

The City agrees to maintain the life insurance component of the Trust at Thirty Thousand Dollars (\$30,000) total, including the amount covered as part of the standard Health and Welfare Plan. The City agrees to pay the entire premium for the additional life insurance which shall be paid separately from the monies the City allocates for health and welfare, dental and vision.

## ~~16.3 Federal or State Health Plan~~

~~If, pursuant to any federal or state law which may become effective subsequent to the effective date of this Agreement, the City is required to provide health and dental through an alternate plan than is otherwise provided in this Agreement, then the parties shall immediately meet and confer regarding the impact of such requirements under the law. In addition, it is the City's intent to maintain and limit its financial commitment to providing health and dental care to the dollar amounts specified in Section 16.1.~~

## **Section 17. Probationary Period**

### **17.1 Purpose**

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Personnel Officer or, under the Personnel Officer's direction, the Department Director, to observe and appraise the conduct, performance, attitude, adaptability and

job knowledge of a new or promoted employee and to determine whether the employee is fully qualified for the position.

## **17.2 Duration**

The probationary period for new and promoted City employees shall be six (6) months. Employees in the classifications of Communication Operator and Fresh Water and Wastewater Treatment Plant Operator shall have a probationary period of 12 months.

An employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

## **17.3 Promotion**

An employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Department Director may extend the probationary period in three month increments, not to exceed one (1) year, if the Department Director feels additional time is necessary to adequately evaluate the employee.

## **17.4 Probationary Reports**

A performance report of each probationary employee shall be made by the Department Director at regular intervals during the probationary period according to rules established by the Personnel Officer.

## **17.5 Effect of Probationary Period**

The Personnel Officer may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. **An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists in such classification, unless the employee is discharged for cause as set forth in Section 21. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in Section 19(b).** ~~In the case of a promoted employee, the City~~

~~shall attempt to return said employee to his/her pre-promotional position when feasible.~~ Probationary promotional employees are exempt from this section in cases of dismissal for cause.

## **Section 18. Miscellaneous Personnel Actions**

### **18.1 Vacancies in the ~~Classified~~ Competitive Service**

All vacancies in higher positions in the ~~classified~~ competitive service shall be filled by promotion from within if the following conditions are met:

- a) The City Manager determines that there is an internal applicant pool and that the best interests of the City will be served by promoting from within.
- b) The person selected shall be the most qualified applicant for the job; and
- c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.
- d) If the City Manager decides not to utilize a promotional only exam, the action of the City Manager shall be grievable under the grievance procedure of Section 22.2 of this MOU.

### **18.2 Vacancies in City Service**

Prior to a vacancy being filled through the process outlined in this section, the lateral process shall first be reviewed for internal employees wishing to transfer to a new work assignment.

All vacancies in the City's service shall be filled by re-employment, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

- a) By appointment of eligibles from re-employment lists;
- b) By consideration of eligibles from promotional lists;
- c) By consideration of eligibles from an open eligibility list.

The City shall determine the number of applicants from a promotional list to interview for any position. The most qualified applicants who are current City employees shall be



interviewed prior to the consideration of any equally qualified applicant from an open list.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

### **18.3 Transfer**

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the affected Department Directors. Transfer may be made at any time by the Personnel Officer. Transfer shall not be used to effect promotion, demotion, advancement or reduction. No person shall be transferred to a position for which s/he does not possess the minimum qualifications. Upon notice to the Personnel Officer, an employee may be transferred by the appointing power at any time from one position to another position at a comparative class. For transfer purposes, a comparable class is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same qualifications.

### **18.4 Demotion**

The Personnel Officer may demote an employee who so requests it, or whose ability to perform the required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications.

### **18.5 Suspension**

The Personnel Officer may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.5. Suspension without pay shall not exceed 30 calendar days.

A Department Director may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.

### **18.6 Provisional**

The Personnel Officer may appoint an employee to an allocated full-time position subject to certain conditions identified by the Personnel Officer or may appoint an employee who does not meet the minimum qualifications for the position to which that employee is appointed. The employee must satisfy the minimum qualifications or specified conditions prior to completion of the applicable probationary period.

### **18.7 Reclassification**

The Personnel Officer may reclassify an incumbent to a new job classification with the same or higher maximum rate of pay based upon an analysis of job responsibilities and duties where a preponderance of the work performed is outside of the originating class. For purposes of the probationary period, a reclassification is the same as a promotion if it results in the employee's salary increasing by five percent (5%) or more. The probationary period for reclassified employees may be waived at the discretion of the Personnel Officer.

**18.8 Flex Staffing**

The City may choose to Flex Staff (promote) classes within the same job family that contain entry or journey positions to entry/journey or advance/journey level positions. Flex Staffing gives the flexibility to hire employees at the less experienced level or at the more experienced level depending upon applicant qualifications and City staffing needs. All positions in the following classifications are designated for flexible staffing.

<u>From</u>	<u>To</u>
Building Inspector I	Building Inspector II
Communications Operator I	Communications Operator II
Wastewater Treatment Plant Operator	Sr. Wastewater Treatment Plant Operator
Water Treatment Plant Operator	Sr. Water Treatment Plant Operator
Engineer Tech II	Junior Engineer

**Section 19. Layoff and Recall**

A permanent employee may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When a Department Director is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

- a) Layoffs shall be by job classification according to reverse order of seniority as defined by total City service.
- b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which the employee previously held permanent status, provided the displaced employee has less total City service. Total City service means as a full-time employee.

- c) An employee may demote or transfer to a vacant position in a classification for which the employee possesses the necessary skills as determined by the minimum qualifications and job specifications for position.
- d) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment List for two (2) years.
- e) A former employee appointed from a re-employment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, a re-employed employee shall not be eligible for benefits for which s/he received compensation at the time of, or subsequent to the date the employee was laid off.

## **Section 20. Separation from Service**

### **20.1 Resignation**

An employee wishing to resign from employment shall file with the Department Director a notice of intention to leave at least two (2) weeks in advance. In the event the employee provides two (2) weeks' notice, the employee shall receive his/her final pay check on the last day's work.

### **20.2 Reinstatement**

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The City Personnel Officer (the City Manager) may reinstate such employee to a vacant position pursuant to City Policy.

The City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

### **20.3 Termination Interview**

An employee terminating City employment, for whatever reason, shall be interviewed by his/her immediate supervisor, who shall advise the employee of both the employee's and the City's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

### **20.4 Discharge**

An employee may be discharged at any time by the Personnel Officer for just cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the Personnel Officer shall be notified and Personnel Officer's

prior approval obtained. The City agrees to give any employee who is being discharged at least five (5) working days' notice of such disciplinary action.

## **Section 21. Employee Conduct and Discipline**

### **21.1 Personal Conduct**

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

### **21.2 Financial Affairs**

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the offices of the Personnel Officer, the Department Directors, nor the Finance Manager, for the purpose of making collections.

### **21.3 Outside Employment**

An employee may not carry on, concurrently with his/her public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of his/her work, or which creates a conflict of interest with his/her employment.

### **21.4 Private Use of City Equipment**

No City facility or equipment shall be put to any private use without the permission of the Department Director or designee.

### **21.5 Disciplinary Action**

This section shall apply to the following disciplinary actions:

Oral Reprimand  
Written Reprimand  
Suspension  
Demotion  
Discharge

### **21.6 Causes for Disciplinary Action**

Disciplinary actions may be imposed upon any permanent employee for just cause. The following shall constitute just cause for disciplinary action:

- a) Fraud in securing employment
- b) ~~Incompetence~~ **Failure to perform/execute job duties**
- c) ~~Inefficiency~~ **Failure to complete assignments in a timely manner**
- d) Inexcusable neglect of duty
- e) Insubordination

- f) Dishonesty
- g) Being under the influence of alcohol or controlled substance while on duty
- h) Inexcusable absence without leave
- i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- j) Discourteous treatment of the public or other employees
- k) Misuse of City property
- l) Violation of any established City/Department rule, regulation, policy and/or manual
- m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.

#### **21.7 Manner of Reprimand**

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any such oral reprimand shall be considered final, subject only to protest in writing to the employee's personnel file.

#### **21.8 Skelly Notice**

The City agrees to give an employee, who is being suspended for five (5) days or more, demoted, reduced in pay or discharged, at least five (5) working days' notice of such disciplinary action.

A copy of the Skelly Notice will be sent to the Union office.

#### **21.9 Disciplinary Investigations**

The City agrees that it is appropriate for any disciplinary investigation to be instigated and completed in a timely manner and upon request of the Union will meet to discuss any delays in such investigations.

#### **21.10 Personnel Files**

An employee shall be notified of any adverse material placed in his/her official personnel file, and may file with the Personnel Officer, for inclusion in his/her file, a written reply to any such adverse material contained in their official personnel file.

After a period of two (2) years, an employee may file a request for removal of disciplinary materials provided there has been no repetition of the behavior giving rise to the disciplinary action, no additional reprimand or disciplinary actions for any other cause have been filed during the intervening two (2) years, and there is no legal impediment to complying with the request. Such requests shall be reviewed by the Personnel Officer.

## **Section 22. Grievance Procedures**

### **22.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final, since the interpretation or application of those provisions is not subject to the grievance procedure.

### **22.2 Procedure**

A grievance shall be processed in the following manner:

- 1) An employee who believes he/she has a grievance is encouraged to discuss the complaint with such management official in the Department in which the employee works as the Department Director may designate. Grievances shall be presented within 30 calendar days of the incident giving rise to the grievance. If the issue is not resolved within the Department, or if the employee elects to submit the grievance directly to the Union, the procedures hereinafter specified may be invoked.
- 2) A grievance that has not been resolved within 30 calendar days by the procedure above may be referred to the City Manager by the complainant or by the Department Director. Such referral shall be in writing on a Union grievance form to ensure clear communication and assist in resolving the grievance. This grievance form shall contain (a) a clear statement of the problem, (b) the alleged facts upon which the grievance is based, (c) the section of the MOU claimed to have been violated and the specific violation claimed, and (d) the remedy requested by the grievant.

The City Manager shall designate a personal representative, who is not the Department Director, to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not in the Union, to meet also with the officials of the Union, and to settle the grievance or to make recommendations to the City Manager. The City Manager shall respond within 30 days. This is the final step for appeals of oral or written reprimands.

- 3) If the parties are unable to reach an accord on any grievance which arises and is presented during the term of this MOU, the grievant shall have 30 calendar days from the receipt of the decision of the City Manager, pursuant to (2) above, in which to request that the grievance be submitted to an Adjustment Board.

The Board shall be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. Such Adjustment Board shall be convened within 60 calendar days from the receipt of the request from the grievant.

- 4) If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager.

In the event the parties are unable to mutually agree on the selection of an arbitrator, the arbitrator will be chosen by each party alternately striking one name at a time from the following list until only one name remains:

~~William Eaton~~ **Walter Daugherty**  
~~Joe Henderson~~ **David Weinberg**  
Frank Silver

John Kagel  
~~Barbara Chaney~~ **John LoRocco**

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Within 90 days of the adoption of this Agreement, the parties will meet to review and modify the list of arbitrators provided above. Any change shall be by mutual agreement.

- 5) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 22.1.



- 6) Any of time limits contained in any subsection of this Section 22.2 may be waived by the mutual agreement of the parties.

### **22.3 Demotion, Suspension and Discharge Grievances**

No grievance involving demotion, suspension or discharge of an employee will be entertained unless it is filed in writing with the City Manager within five (5) working days not including Saturdays, Sundays or Holidays, of the time the affected employee was notified of such action.

When the City Manager and Union, in pursuit of Section 22.2 (2) above, settle a grievance, that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the employee is found to have been properly discharged, under the provisions of Section 22.2, such employee may not be ordered reinstated and no penalty may be assessed upon the employer. There shall be no cessation of work pending decision.

### **22.4 No Change to MOU**

Proposals to add to or change this MOU, or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

### **22.5 Compensation Complaints**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege employees are not compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and if not detailed in the MOU that results from such a meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than ~~30~~ **180** days from the date upon which the complaint was filed.

### **22.6 Mutual Agreement on Changes**

No changes or interpretations of the MOU (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

## 22.7 No Strike

The Union, its members and representatives, agree that during the term of this MOU, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or fail to perform customary duties. Neither the Union nor any of its representatives shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect change of personnel or operations of management or of employees not covered by this MOU.

## Section 23. City Rights

The City retains the exclusive rights, among others, in accordance with and subject to applicable laws, civil service and other regulations, and **except as otherwise limited by** the provisions of this MOU, including, but not limited to the following:

- 1) To direct employees.
- 2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
- 3) To dismiss employees because of lack of work or for ~~other~~ just cause.
- 4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
- 5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
- 6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
- 7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this MOU.

- 8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions. The City's duty to meet and confer requires it to delay implementation of such management decisions for no more than 30 days from the date it notifies Union, in writing, of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this MOU, and Union shall have the right to grieve any such violation as provided in Section 22.

The Bargaining Unit acknowledges it is the City's right to administer and in conjunction with the Union to interpret application of this MOU.

## **Section 24. General Provisions**

### **24.1 Safety**

The City shall provide and maintain safe working conditions and the Union will cooperate to that end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

During inclement weather, the employer will arrange space indoors for lunch and breaks in order that employees may eat or rest in comfort.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal-OSHA. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

### **24.2 Americans with Disabilities Act (ADA)**

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If the City contemplates actions to provide reasonable accommodation for an individual employee, in compliance with the ADA, but the actions are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation prior to implementation by the City.

### **24.3 Modification in Certification Requirements**

In the event the certifications requirements for the State of California for employees in the Water or Wastewater classifications are modified or the certification agency is changed, the City and the Union will meet and confer regarding the impact of such modifications.

#### **Section 25. New Work**

In the event the City introduces new work which the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the salary or other terms and conditions of such work.

#### **Section 26. Sub-Contracting**

The City shall send copies of all cover sheets of agendas of City Council meetings, minutes of City Council meetings, and copies of proposed ordinances, resolutions, rules, and regulations that are in any way related to labor relations in the City proposed to be adopted by the City Council, to the Union office.

The City shall give advance written notice with respect to any written intentions and proposals, plans, to contact out, and/or put out for bid, work performed by workers represented by the Union.

Consistent with Section 23(8) of this agreement the City shall meet and confer concerning any bargaining issue raised in the notices described above.

There shall be no additional outsourcing/contracting Out of bargaining unit work for the duration of the Agreement.

#### **Section 27. Waste Water and Water Treatment Operators Cross Training Pay and Program**

- 1) Operators who have obtained dual certification, have been trained at both plants according to the guidelines developed by the City and are willing and able to competently work at either plant shall be reclassified to Utilities Operator. Participation in cross training is on a voluntary basis.
- 2) The City and Union agree to meet at least once a year or more often upon request of the Union to review the training and incentives program that encourage cross certification among water treatment plant operators and wastewater treatment plant operators.
- 3) The City agrees to provide cross training time and costs of training materials for water treatment plant operators and wastewater treatment plant operators. The City will continue to provide paid training opportunities for future employees.



## Section 28. Retirement

### 28.1 PERS Contribution

~~The City agrees to pay the employer contribution for the City's PERS retirement benefit during the term of this agreement.~~

~~For e~~Employees hired on or before December 16, 2010 shall pay, the City and employees shall share payment of the 8% of salary employee contribution towards employee statutory share of CalPERS retirement. during the term of this Agreement as follows:

~~Fiscal 2012-2013 — Effective the pay period including July 17, 2012, each employee shall pay 2.66% of salary and the City shall pay 5.34% of salary to fund the employee contribution for the PERS retirement benefit.~~

~~Fiscal 2013-2014 — Effective the pay period including July 1, 2013, each employee shall pay 5.33% of salary and the City shall pay 2.67% of salary to fund the employee contribution for the PERS retirement benefit.~~

~~Fiscal 2014-2015 — Effective the pay period including July 1, 2014, each employee shall pay 8% of salary to fund the employee contribution for the PERS benefit.~~

~~Employee payments of the employee share of the PERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.~~

~~For e~~Employees hired after December 16, 2010 and on or before December 31, 2012 under the 2nd ~~tier~~ tier PERS retirement formula (2% @ 55), the City and employees shall pay share payment of the 7% of salary employee contribution towards employee statutory share of CalPERS retirement. during the term of this agreement as follows:

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

~~Fiscal 2012-2013 — Effective the pay period including July 17, 2012, each employee shall pay 2.66% of salary and the City shall pay 4.34% of salary to fund the employee contribution for the PERS retirement benefit.~~

~~Fiscal 2013-2014 — Effective the pay period including July 1, 2013, each employee shall pay 5.33% of salary and the City shall pay 1.67% of salary to fund the employee contribution for the PERS retirement benefit.~~

~~Fiscal 2014-2015 — Effective the pay period including July 1, 2014, each employee shall pay 7% of salary to fund the employee contribution for the PERS benefit.~~

~~Employee payments of the employee share of the PERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.~~

~~The parties may reopen negotiations to discuss the impact of any changes to the Public Employment Retirement Law which occur during the term of this Agreement.~~

#### ~~28.1.1. Flexible Leave Hours~~

~~The City shall credit each employee with a block of paid leave hours each fiscal year of this Agreement. These hours shall be labeled Flexible Leave. Each employee may use these leave hours subject to the conditions for use of vacation or sell back the Flexible Leave hours during the fiscal year. Each employee will receive the Flexible Leave hours for that fiscal year on July 1st of each year. Each employee has the option of using such hours as leave in the same manner as vacation leave, or periodically selling the hours. A code will be set up for each option and employees can note the use of or selling of such hours on each time card throughout the fiscal year. Employees must use the current fiscal year hours by June 15th of each year and cannot be carried over to a new fiscal year. If an employee terminates before June 30th of any fiscal year, the employee is only eligible for a proration of hours for the period of July 1st to the date of termination and hours used in excess of the prorated amount will be deducted accordingly from the employee's final pay.~~

~~Amount: During fiscal year 2012-2013, each employee hired on or before December 16, 2010 shall receive 44 hours of flexible leave during the pay period beginning July 17, 2012. During fiscal year 2013-2014, each employee shall receive 88 hours of flexible leave during the pay period beginning July 1, 2013. During fiscal year 2014-2015, each employee shall receive 132 hours of flexible leave during the pay period beginning July 1, 2014.~~

~~For employees hired after December 16, 2010 under the 2nd tier PERS retirement formula (2%@55), the City shall credit each employee with a block of paid leave hours each fiscal year of this agreement. These hours shall be labeled Flexible Leave. Each employee may use these leave hours subject to the conditions for use of vacation or sell back the Flexible Leave hours during the fiscal year.~~

~~Amount: During fiscal year 2012-2013, each employee hired after December 16, 2010 shall receive 44 hours of flexible leave during the pay period beginning July 17, 2012. During fiscal year 2013-2014, each employee shall receive 88 hours of flexible leave during the pay period beginning July 1, 2013. During fiscal year 2014-2015, each employee shall receive 122 hours of flexible leave during the pay period beginning July 1, 2014.~~

~~The parties acknowledge that the block of paid leave hours labeled Flexible Leave that is credited to each full-time, regular employee at the beginning of each fiscal year of this Agreement ends when this Agreement expires: June 30, 2015. The City and/or Union may propose to extend, cancel, enhance, reduce or otherwise change this provision during any such future negotiation.~~

~~Sell Back: An employee may sell back some or all of the employee's accrued Flexible Leave balance anytime during the fiscal year in which it was provided. Flexible Leave sell back is independent of and not subject to the limitations described on Vacation sellback in Section 11.6. Should an employee not utilize Flexible Leave as time off during a fiscal year, or should an employee not sell back his/her Flexible Leave during the fiscal year, the City shall cash out each employee's Flexible Leave balance at the end of each fiscal year. There shall be no carry-over of Flexible Leave hours from one fiscal year to the next, and no Flexible Leave balance shall be allowed to remain after the expiration of this Agreement: June 30, 2015.~~

## **28.2 PERS Formula**

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after December 17, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through the Public Employees' Retirement System (PERS).

## **Section 29. Total Agreement**

This MOU constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

## **Section 30. Separability of Provisions**

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining



portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

**Section 31. Past Practices and Existing MOU**

This MOU shall supersede any prior MOU rules or regulations or past practices in direct conflict with the provisions hereof.

Made and entered into this 17<sup>th</sup> day of July, 2012.

**GENERAL TEAMSTERS LOCAL  
NO. 439, IBT**

**CITY OF TRACY**

By: \_\_\_\_\_  
**Gabriel Salcido** ~~Edward Speckman~~, Business Rep.

By: \_\_\_\_\_  
~~R. Leon Churchill~~ **Troy Brown**, City Manager

By \_\_\_\_\_  
**Ken Guertin** ~~Sam Rosas~~, Secretary/Treasurer

Attachments:

**Letters of Understanding:**

Utility Operator Classification and Compensation Review

Shift Bidding Water and Waste Water Plants

~~Retiree Health~~

Communications Officers POST Certification

Sick Leave Accrual

Union Management Meetings

Flexible Staffing for Wastewater and Water Treatment Plant Facilities (2003)

Pest Control Advisors (2003)

Certification Expense Reimbursement Procedure (2003)

Inspector Certification Pay & Operator in Training Salary Survey

**Standby For Utilities Department**

**Seniority of Building / Fire Inspectors**

Exhibit A – Benchmarks

Exhibit B – Teamsters Salary Schedules

**LETTER OF UNDERSTANDING  
REGARDING THE EXPANSION OF THE UTILITY OPERATOR SERIES**

**BETWEEN CITY OF TRACY &  
GENERAL TEAMSTERS LOCAL NO. 439, IBT**

**JUNE 19, 2012**

**CLASSIFICATION AND COMPENSATION REVIEW**

As a result of recent negotiations between the City of Tracy and the General Teamsters Local No. 439, IBT, the City agrees to the following within the next six (6) months of signing this Letter of Understanding:

1. Propose, develop and implement a Utility Operator classification series at the Water and Wastewater Treatment Plants that addresses the following:
  - staffing requirements related to regulatory permits;
  - flexible staffing and staffing needs;
  - job skill diversity;
  - pathway(s) to promotional opportunities; and,
  - training provisions for employees in the proposed classification series
2. Conduct a salary survey and compensation analysis of the proposed classifications.
3. Identify process for current Water and Wastewater Treatment employees who elect to remain in their current classification; i.e.: Grandfather Clause.

The City reserves the right to determine appropriate levels of flexible staffing at the Water and Wastewater Treatment Plants, based on operational needs and fiscal considerations.

**APPROVED AND ACCEPTED:**

**GENERAL TEAMSTERS LOCAL  
No. 439, IBT**

**CITY OF TRACY**

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

Ed Speckman, Business Representative  
General Teamsters Local No. 439, IBT

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

R. Leon Churchill, Jr., City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING  
REGARDING OPTIMAL/FLEXIBLE STAFFING AT THE WASTEWATER TREATMENT PLANT AND  
WATER TREATMENT PLANT**

**BETWEEN THE CITY OF TRACY &  
GENERAL TEAMSTERS LOCAL NO. 439, IBT**

This agreement entered into this 26<sup>th</sup> day of **November, 2012**, constitutes a Letter of Understanding (“LOU”) between the City of Tracy (the CITY) and the General Teamsters Local No. 439, IBT (the TEAMSTERS), regarding the modification of the June 19, 2012 LOU concerning “Classification and Compensation Review.”

Subsequent to recent negotiations, the CITY and the TEAMSTERS concur that action is necessary to address the unique staffing needs at the Wastewater Treatment Plant and the Water Treatment Plant using existing classifications, including Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator. Additionally, the Parties agree that a purposeful retention strategy must be considered to allow optimal/flexible staffing at both plants.

**I. Long-Term Strategy**

The CITY and the TEAMSTERS agree to employ concerted efforts toward facilitating pathways to success for Wastewater Treatment Plant and Water Treatment Plant personnel.

1. The Parties agree to propose and develop an employee retention strategy for the Operator-in-Training, Utility Operator and Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions at the Wastewater Treatment Plant and the Water Treatment Plant that addresses:
  - Flexible staffing and staffing needs
  - Job skill diversity
  - Meeting certification requirements that encourage career progression and advancement among the Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions
2. Identify a mechanism to allow current Senior Wastewater Treatment Plant and Senior Water Treatment Plant personnel who elect to remain in their existing classifications, to do so (e.g. Grandfather Clause).

**II. Interim Strategy**

It is hereby understood that at the time of this LOU and concurrent to the development of a retention strategy, the Parties agree to:

1. Implement recruitment opportunities for positions at the Operator-in-Training level (*and others*) to address immediate staffing needs;
2. Rescind the clause in the LOU dated June 19, 2012 which directs the development and implementation of a separate and distinct Utility Operator classification series at the Wastewater Treatment Plant and Water Treatment Plant; and,
3. Meet periodically over the next six (6) months to collectively explore mutually agreed upon staff retention strategies.

It is understood that the CITY reserves the right to determine appropriate levels of staffing at the Wastewater Treatment Plant and Water Treatment Plant based on operational needs and fiscal considerations.

This LOU constitutes the entire understanding between the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in this LOU.

**APPROVED AND ACCEPTED:**

**FOR THE CITY OF TRACY**

**FOR THE GENERAL TEAMSTERS LOCAL  
No. 439, IBT**

By: /s/ R. Leon Churchill, Jr.  
R. Leon Churchill, Jr., City Manager

By: /s/ Edward P. Speckman  
Ed Speckman, Business Representative

Dated: 11/28/12

Dated: 11/26/12

**BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL NO. 439**

**Shift and Leave Selection Rules  
Water and Wastewater Treatment Plants**

The Utilities Division shall establish one seniority list inclusive of both the John Jones Water Treatment Plant and Wastewater Treatment Plant operators. All operators shall be placed on this seniority list in order of their hire date in full-time, continuous City employment. Recognition of seniority shall govern and serve as a basis for determining leave selection, and other issues pertaining to seniority within the water plant and wastewater plant operator job class series. For annual plant shift assignments and cross-training assignments seniority shall be based on hire date in a classification assigned to the Water or Waste-Water Treatment Plants.

It is the intent of the Utilities Division to ultimately staff both the water and wastewater treatment plants with certified operators at the senior level who will perform the job duties as required by the City, under law by the State of California and other applicable governing agencies. It is the intent of the Utilities Division that employees hired at less than the senior level will be provided opportunities for career advancement in the operator job class series.

The Utilities Division and Union agree that each January all operators shall be allowed to select, by seniority as specified above, a shift assignment at the water plant or the wastewater plant for the that subject year. Those operators who are not cross-trained shall remain employed at the plant for which they were originally hired. An equal number of shifts will be reserved at each plant for those operators who possess certification to operate only one plant. The shift assignment shall commence approximately February 1<sup>st</sup>. The cross-trained operator shall remain stationed at the selected plant unless further cross-training is required in accordance with established practices and/or requirements to retain their certification. It is not the intent of this agreement to require cross-trained operators to work at a facility which they have not selected for extended periods, except in the event of unforeseen emergencies.

After the yearly plant selection, the Utilities Division will meet and confer with the Union and Flex-Staff Committee to determine cross-training selection for the subject year. The Utilities Division will prepare annual schedules for each plant and all cross-trained operators will be allowed to select, by seniority, the time period required of them to maintain their certification and skill level. The Utilities Division reserves the right to review and approve selections, and make changes if necessary.

After shift selection and cross-training selection, operators shall select, by seniority, their leave requests for the subject year.

The Utilities Division reserves the right to propose changes due to operational needs but the City and Union will continue to meet and confer in the event of future changes and develop additional options on an as needed basis.

APPROVED AND ACCEPTED

Dated: \_\_\_9/6/07\_\_\_\_\_

**TEAMSTERS LOCAL 439  
ASSOCIATION**

By \_\_\_/s/ Phil Rushing\_\_\_\_\_

Phil Rushing, Business Representative

**CITY OF TRACY**

By \_\_\_/s/ Maria Olvera\_\_\_\_\_

Maria Olvera, Human Resource Director

**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL NO. 439**

**Retiree Health**

**June 27, 2006**

The City and the Union agree to meet within six months following adoption of this Agreement to consider establishing a tax deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves.

Both a RHSA account (as established through ICMA) and a 414 Trust shall be explored and discussed.

It is understood that the provisions of such a plan shall comply with applicable IRS provisions and may include:

- Employees may donate vacation (pursuant to the MOU provision) or accrued compensatory time annually;
- Employees may not contribute sick leave; and
- Employees may contribute through payroll deduction.

No plan shall be adopted without approval of both the City and the Union.

Additionally, the Union may elect to assign a portion of a future pay increase to the Retiree Health Savings Account selected by the parties. In such case, Local 439 shall notify the City in writing, sixty (60) days prior to July 1<sup>st</sup> of any successive year of this Agreement.

APPROVED AND ACCEPTED

Dated: 9/6/07

**TEAMSTERS LOCAL 439** \_\_\_\_\_ **CITY OF TRACY**  
**ASSOCIATION**

By /s/ Phil Rushing \_\_\_\_\_ By /s/ Maria Olvera \_\_\_\_\_

Phil Rushing, Business Representative \_\_\_\_\_ Maria Olvera, Human Resource Director



**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL NO. 439**

Communications Officer POST Certificate

In the event that POST develops a POST certificate program for Communications Officer, the City and Union will meet to discuss participation of City employees, operational value to the Department and pay.

APPROVED AND ACCEPTED

Dated:   9/6/07  \_\_\_\_\_

**TEAMSTERS LOCAL 439  
ASSOCIATION**

By   /s/ Phil Rushing  \_\_\_\_\_

Phil Rushing, Business Representative

**CITY OF TRACY**

By   /s/ Maria Olvera  \_\_\_\_\_

Maria Olvera, Human Resource Director

**SIDE LETTER  
BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL NO. 439**

**Side Letter of Agreement  
Sick Leave Accrual**

Employees hired on or before January 1, 1983 shall receive sixteen (16) hours of sick leave with full pay for each month of service during the twenty-first (21st) year of employment and thereafter.

For purposes of this Section, month of service shall mean thirty (30) consecutive days.

Date 8/31/07\_\_\_\_\_

/s/ Phil Rushing\_\_\_\_\_  
for the Union

/s/ Maria Olvera\_\_\_\_\_  
for the City

**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL NO. 439**

**Side Letter of Agreement  
Quarterly Union Management Meeting**

The City proposes to meet at regular intervals at least quarterly with representatives of the Union to improve communications, review and discuss City initiatives such as new management hires, location changes, upcoming training opportunities, department reorganizations and to hear budget overviews as may be appropriate.

At such meetings, the City agrees to provide information and to review the usage of any temporary or contract agency employees who may be performing bargaining unit work.

Union representatives shall be released from regularly scheduled work shift that may fall during the Union Management meeting times. The parties shall meet within ninety days of the adoption of this Memorandum of Understanding to discuss the specifics of such meetings, to develop operating rules and procedures and to set a calendar of meeting dates.

Date 8/31/07\_\_\_\_\_

**/s/ Phil Rushing**\_\_\_\_\_  
**for the Union**

**/s/ Maria Olvera**\_\_\_\_\_  
**for the City**

January 22, 2003

Mr. Phil Rushing  
Business Representative  
General Teamsters Local No. 439  
PO Box 1611  
Stockton, CA 95201

**Re: Flexible Staffing for Wastewater and Water Treatment Plant Facilities**

Dear Phil:

This side letter will confirm the continuation of the understanding reached between the City of Tracy and the General Teamsters regarding flexible staffing for the Wastewater and Water Treatment Plant facilities in accordance with the cross-training program. The original side letter was dated January 1, 2000.

1) **OBJECTIVE:** The city has established a flexible staffing program between the Water Treatment Plant and the Wastewater Treatment Plant. The benefit of the program has been to provide job skill diversity to the employees and a monetary incentive. The benefit to the City has been the ability to better meet the staffing needs of both plants.

2) **CRITERIA FOR ELIGIBILITY TO RECEIVE IN-PLANT TRAINING:** Preference will be given to Senior Water Treatment Operators or Senior Wastewater Treatment Operators. The employee must not be in any type of probationary status, and must not be undergoing any sort of disciplinary action.

Senior Water Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and passed the State Water Resources Control Board (SWRCB) Grade 2 or Grade 3 Wastewater Operator certification exam. The Operator must be in possession of a valid certificate or a valid Operator-In-Training (OIT) certificate issued in either grade.

Senior Wastewater Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and obtained a State of California, Department of Health Services (DOHS) Grade 2 Water Treatment Operator certificate.

3) **CRITERIA FOR RECEIVING INCENTIVE PAY:** The employee must have completed the appropriate in-plant training and be willing and able to competently work and operate either plant as scheduled.

The Senior Water Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the SWRCB Grade 3 OIT certification, successfully completed six (6) months of in-plant training enabling them to competently operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

An additional five percent (5%) incentive pay will be received when operators have obtained the SWRCB Grade 3 certification, successfully completed in-plant training enabling them to operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

Senior Wastewater Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the DOHS Grade 2 Water Treatment Plant Operator certificate, and successfully completed six (6) months of in-plant training and agree to operate the water plant as regulations permit.

An additional five percent (5%) incentive pay will be received when an Operator has obtained the DOHS Grade 3 Water Treatment Plant Operator certificate, successfully completed in-plant training enabling them to operate the water treatment plant on an assigned shift and agree to be flexibly staffed. The Grade 3 certification is required in order to perform the full duties of the position at any time of the year.

Each operator receiving in-plant training shall be evaluated at three (3) months and at six (6) months. A satisfactory six (6) month evaluation will make the operator eligible for five percent (5%) incentive pay.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

**SIDE LETTER  
BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL No. 439**

January 01, 2003

Mr. Phil Rushing  
Business Representative  
General Teamsters Local No. 439  
PO Box 1611  
Stockton, CA 95201

**Re: Pest Control Advisors**

Dear Phil:

Pest control advisors shall receive an additional 2.5% differential in addition to the base salary for performing the certified pesticide operations.

The position of pest control advisor is part of the bargaining unit. The City recognizes the fact that if the position is vacated and the bargaining unit has a qualified person(s) who has met guidelines for pest control advisor, they will continue to have the work performed by the bargaining unit and the employee will receive an additional 2/5% differential.

Any employee receiving compensation for holding Pest Control Advisor Certificate (PCA) shall not receive additional compensation for holding a Qualified Applicator's Certificate.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

**SIDE LETTER  
BETWEEN  
THE CITY OF TRACY  
AND  
GENERAL TEAMSTERS LOCAL No. 439**

January 01, 2003

Mr. Phil Rushing  
Business Representative  
General Teamsters Local No. 439  
PO Box 1611  
Stockton, CA 95201

**Re: Certification Expense Reimbursement Procedure**

Dear Phil:

This agreement covers employees who are required by State Law or City of Tracy to become or remain certified by an approved board or agency as a condition of employment.

The City of Tracy agrees to assist said employees in the following manner:

- 1) Tracking certification requirements and completion dates for each employee;
- 2) Reimbursing the employee for the cost of the certificate application;
- 3) Reimbursing the employee for the cost of tuition, approved books and materials and mileage to attend required classes or seminars;
- 4) Providing an appropriate number of paid leave hours to obtain or maintain such required certificates; and
- 5) Upon successful completion of the test, the cost of the test.

The responsibilities of the employee include:

- 1) Obtaining prior approval for each specific course or seminar, time, location and cost;
- 2) Providing receipts for expense reimbursement, and
- 3) Returning books to city for other employee usage.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

**SIDE LETTER  
BETWEEN THE CITY OF TRACY  
AND TEAMSTERS LOCAL NO. 439**

The City of Tracy and Teamsters Local No. 439 agree to the following effective July 1, 2010 through June 30, 2011:

1. Work Schedule for Operators in Training (OITs):
  - OITs will be permitted to work a 9/80 work schedule with specific work days/hours to be determined by management based on business necessity.
2. Salary Survey:
  - The City agrees to conduct a salary survey and compensation analysis of classification in the Wastewater and Water Plant Operator series.
3. Inspector Certification Pay:
  - The City agrees to continue to meet and Confer with Union regarding additional certifications the City may require of building inspection, fire inspection, or other inspection personnel assigned to perform inspections beyond the scope of duties designated by their classification. City agrees that receipt of specified certifications shall entitle employee to receive additional pay above base pay as determined and agreed to by both the City and Union.

APPROVED AND ACCEPTED

Dated: 09/08/10

CITY OF TRACY

By: /s/ Maria Olvera  
Maria Olvera  
Human Resources Director

TEAMSTERS LOCAL NO. 439, I.B.T.

By: /s/ Ed Speckman  
Ed Speckman  
Business Agent



**Letter of Understanding Between City of Tracy & General Teamsters Local No. 439, IBT Regarding Standby Pay for Employees in the Utilities Department**

**WHEREAS, as part of negotiations between Teamsters Local 439 and the City of Tracy for a successor agreement, an area of concern was raised regarding a need for a standby list for specified employees in the Utilities department.**

**WHEREAS, the City recognizes the benefit of such a program and has agreed to address this issue as set forth below.**

**NOW THEREFORE, the City and the Teamsters agree as follows:**

**The City of Tracy will create a standby program for the following classifications: Plant Mechanics, Electricians, and Instrument Technicians. Those on standby will be paid in accordance with Section 7.7 of the MOU.**

**The City and the Teamsters will meet and confer within thirty (30) days following ratification of a successor contract and adoption of the agreement by City Council, to establish the specific conditions and parameters of the standby program for the employees in the Utilities department. It is the understanding of the parties that the standby program established through this letter will not take effect until after the parties have completed the meet and confer process referred to in the preceding sentence.**

CITY OF TRACY

TEAMSTERS LOCAL NO. 439, I.B.T.

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

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

Rachelle McQuiston [BD1]

Gabriel Salcido

Administrative Services Director

Business Agent



# GENERAL TEAMSTERS LOCAL No. 439

*Affiliated With The International Brotherhood of Teamsters*

Sam J. Rosas  
Principal Officer

Armando M. Alonzo  
President

## Officers

Daniel Lee  
Vice-President

Bryon Beffa  
Recording Secretary

Chuck Tryon  
Trustee

Ricardo Buzo  
Trustee

Antonio Camacho  
Trustee

## MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Tracy

And

## GENERAL TEAMSTERS LOCAL NO. 439, IBT

The City of Tracy and International Teamsters Local 439 are signatories to a Memorandum of Understanding for City Personnel covered by this (MOU). The parties agree to the following understanding regarding the Seniority between Building Inspectors and Building and Fire Inspectors Classifications.

The Union and City of Tracy agree to the following: for the purpose of layoff and or reduction of personnel in the Classifications of Building Inspectors / Building and Fire Inspectors these separate classifications will be considered one classification.

FOR THE CITY OF TRACY

FOR THE UNION

Print: Jenny Haruyama

Print: Reuben Moreno

Sign: [Signature]

Sign: [Signature]

Title: Adm Services Director

Title: Agent

Date: 10/23/13

Date: 10/23/13

**EXHIBIT A: BENCHMARKS**

**Animal Control Services Officer II**

Animal Shelter Services Aide  
Animal Control Services Assistant  
Animal Services Officer I  
Community Services Officer  
Crime Prevention Specialist

**Building Inspector II**

Building Inspector I  
Housing Program Inspector I & II  
Assistant Planner

**Junior Planner**

Code Enforcement Officer  
Fire Inspector  
Plan Check Examiner  
Senior Code Enforcement Officer

**Public Safety Dispatcher II**

Public Safety Dispatcher I  
Public Safety Dispatcher Trainee  
Lead Public Safety Dispatcher

**Crime Scene Technician**

**Construction Inspector II**

Construction Inspector I

**Custodian**

Senior Custodian

**Electrician**

Plant Mechanic I & II  
Senior Electrician  
Instrument Technician

**Engineering Technician II**

Engineering Technician I  
Junior Civil Engineer

**Equipment Mechanic II**

Equipment Mechanic I  
Senior Equipment Mechanic

**Laboratory Technician II**

Environmental Control Inspector **Compliance Officer**

**Environmental Compliance Technician**

Laboratory Technician I

**Maintenance Worker II**

Maintenance Worker I

Senior Maintenance Worker

District Grounds Technician

Building Maintenance Assistant

Building Maintenance Worker

**Senior Building Maintenance Worker**

**Senior Wastewater Treatment Plant Operator**

Principal Wastewater Treatment Plant Operator

Water Treatment Plant Operator

Senior Water Treatment Plant Operator

Wastewater Treatment Plant Operator

Utility Operator

EXHIBIT B - TEAMSTERS SALARY SCHEDULE

TEAMSTERS						
SALARY SCHEDULES						
		3% COLA Effective 1/1/16				
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50201	Building/Plans Technician		INACTIVE			
50202	Code Enforcement Officer	A	2,308.83	4,617.66	55,411.92	26.6403
		B	2,424.27	4,848.54	58,182.48	27.9723
		C	2,545.48	5,090.96	61,091.52	29.3709
		D	2,672.75	5,345.50	64,146.00	30.8394
		E	2,806.39	5,612.78	67,353.36	32.3814
50211	Building Inspector I	A	2,433.43	4,866.86	58,402.32	28.0780
		B	2,555.10	5,110.20	61,322.40	29.4819
		C	2,682.85	5,365.70	64,388.40	30.9560
		D	2,816.99	5,633.98	67,607.76	32.5037
		E	2,957.84	5,915.68	70,988.16	34.1289
50212	Building Inspector II	A	2,718.66	5,437.32	65,247.84	31.3692
		B	2,854.59	5,709.18	68,510.16	32.9376
		C	2,997.32	5,994.64	71,935.68	34.5845
		D	3,147.19	6,294.38	75,532.56	36.3137
		E	3,304.55	6,609.10	79,309.20	38.1294
50213	Fire Inspector	A	2,718.66	5,437.32	65,247.84	31.3692
		B	2,854.59	5,709.18	68,510.16	32.9376
		C	2,997.32	5,994.64	71,935.68	34.5845
		D	3,147.19	6,294.38	75,532.56	36.3137
		E	3,304.55	6,609.10	79,309.20	38.1294
50215	Plans Check Examiner	A	2,932.74	5,865.48	70,385.76	33.8393
		B	3,079.38	6,158.76	73,905.12	35.5313
		C	3,233.35	6,466.70	77,600.40	37.3079
		D	3,395.02	6,790.04	81,480.48	39.1733
		E	3,564.77	7,129.54	85,554.48	41.1320
50216	Housing Program Inspector I	A	2,433.43	4,866.86	58,402.32	28.0780
		B	2,555.10	5,110.20	61,322.40	29.4819
		C	2,682.85	5,365.70	64,388.40	30.9560
		D	2,816.99	5,633.98	67,607.76	32.5037
		E	2,957.84	5,915.68	70,988.16	34.1289
50217	Housing Program Inspector II	A	2,718.66	5,437.32	65,247.84	31.3692
		B	2,854.59	5,709.18	68,510.16	32.9376
		C	2,997.32	5,994.64	71,935.68	34.5845
		D	3,147.19	6,294.38	75,532.56	36.3137
		E	3,304.55	6,609.10	79,309.20	38.1294
50218	Building and Fire Inspector I	A	2,235.10	4,470.20	53,642.40	25.7896
		B	2,346.86	4,693.72	56,324.64	27.0792
		C	2,464.20	4,928.40	59,140.80	28.4331
		D	2,587.41	5,174.82	62,097.84	29.8547
		E	2,716.78	5,433.56	65,202.72	31.3475

TEAMSTERS						
SALARY SCHEDULES						
3% COLA Effective 1/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50219	Building and Fire Inspector II	A	2,854.58	5,709.16	68,509.92	32.9375
		B	2,997.31	5,994.62	71,935.44	34.5843
		C	3,147.18	6,294.36	75,532.32	36.3136
		D	3,304.54	6,609.08	79,308.96	38.1293
		E	3,469.77	6,939.54	83,274.48	40.0358
				-	-	-
50221	Engineering Technician I	A	2,280.76	4,561.52	54,738.24	26.3165
		B	2,394.80	4,789.60	57,475.20	27.6323
		C	2,514.54	5,029.08	60,348.96	29.0139
		D	2,640.27	5,280.54	63,366.48	30.4647
		E	2,772.28	5,544.56	66,534.72	31.9878
				-	-	-
50225	Engineering Technician II	A	2,394.82	4,789.64	57,475.68	27.6325
		B	2,514.56	5,029.12	60,349.44	29.0142
		C	2,640.29	5,280.58	63,366.96	30.4649
		D	2,772.30	5,544.60	66,535.20	31.9881
		E	2,910.91	5,821.82	69,861.84	33.5874
				-	-	-
50222	Construction Inspector I	A	2,590.91	5,181.82	62,181.84	29.8951
		B	2,720.46	5,440.92	65,291.04	31.3899
		C	2,856.48	5,712.96	68,555.52	32.9594
		D	2,999.30	5,998.60	71,983.20	34.6073
		E	3,149.27	6,298.54	75,582.48	36.3377
				-	-	-
50223	Construction Inspector II	A	2,720.30	5,440.60	65,287.20	31.3881
		B	2,856.32	5,712.64	68,551.68	32.9575
		C	2,999.14	5,998.28	71,979.36	34.6055
		D	3,149.10	6,298.20	75,578.40	36.3358
		E	3,306.56	6,613.12	79,357.44	38.1526
				-	-	-
50224	Junior Engineer	A	2,633.90	5,267.80	63,213.60	30.3912
		B	2,765.60	5,531.20	66,374.40	31.9108
		C	2,903.88	5,807.76	69,693.12	33.5063
		D	3,049.07	6,098.14	73,177.68	35.1816
		E	3,201.52	6,403.04	76,836.48	36.9406
				-	-	-
50231	Junior Planner		INACTIVE			
				-	-	-
50232	Assistant Planner	A	2,490.65	4,981.30	59,775.60	28.7383
		B	2,615.18	5,230.36	62,764.32	30.1752
		C	2,745.94	5,491.88	65,902.56	31.6839
		D	2,883.24	5,766.48	69,197.76	33.2682
		E	3,027.40	6,054.80	72,657.60	34.9315
				-	-	-
50301	Maintenance Worker I	A	1,542.78	3,085.56	37,026.72	17.8013
		B	1,619.92	3,239.84	38,878.08	18.6914
		C	1,700.92	3,401.84	40,822.08	19.6260
		D	1,785.97	3,571.94	42,863.28	20.6073
		E	1,875.27	3,750.54	45,006.48	21.6377
				-	-	-
50303	Maintenance Worker II	A	1,959.63	3,919.26	47,031.12	22.6111
		B	2,057.61	4,115.22	49,382.64	23.7417
		C	2,160.49	4,320.98	51,851.76	24.9287
		D	2,268.51	4,537.02	54,444.24	26.1751
		E	2,381.94	4,763.88	57,166.56	27.4839

TEAMSTERS						
SALARY SCHEDULES						
3% COLA Effective 1/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50305	Sr Maintenance Worker	A	2,157.33	4,314.66	51,775.92	24.8923
		B	2,265.20	4,530.40	54,364.80	26.1369
		C	2,378.46	4,756.92	57,083.04	27.4438
		D	2,497.38	4,994.76	59,937.12	28.8159
		E	2,622.25	5,244.50	62,934.00	30.2567
50307	Dist Grounds Technician		INACTIVE			
50313	Equipment Mechanic I	A	2,096.08	4,192.16	50,305.92	24.1855
		B	2,200.88	4,401.76	52,821.12	25.3948
		C	2,310.92	4,621.84	55,462.08	26.6645
		D	2,426.47	4,852.94	58,235.28	27.9977
		E	2,547.79	5,095.58	61,146.96	29.3976
50314	Equipment Mechanic II	A	2,200.88	4,401.76	52,821.12	25.3948
		B	2,310.92	4,621.84	55,462.08	26.6645
		C	2,426.47	4,852.94	58,235.28	27.9977
		D	2,547.79	5,095.58	61,146.96	29.3976
		E	2,675.18	5,350.36	64,204.32	30.8675
50315	Sr Equipment Mechanic	A	2,310.92	4,621.84	55,462.08	26.6645
		B	2,426.47	4,852.94	58,235.28	27.9977
		C	2,547.79	5,095.58	61,146.96	29.3976
		D	2,675.18	5,350.36	64,204.32	30.8675
		E	2,808.94	5,617.88	67,414.56	32.4108
50321	Building Maintenance Worker	A	1,996.89	3,993.78	47,925.36	23.0410
		B	2,096.73	4,193.46	50,321.52	24.1930
		C	2,201.57	4,403.14	52,837.68	25.4027
		D	2,311.65	4,623.30	55,479.60	26.6729
		E	2,427.23	4,854.46	58,253.52	28.0065
50322	Building Maintenance Worker Assistant	A	1,959.63	3,919.26	47,031.12	22.6111
		B	2,057.61	4,115.22	49,382.64	23.7417
		C	2,160.49	4,320.98	51,851.76	24.9287
		D	2,268.51	4,537.02	54,444.24	26.1751
		E	2,381.94	4,763.88	57,166.56	27.4839
50323	Sr Building Maintenance Worker	A	2,196.58	4,393.16	52,717.92	25.3452
		B	2,306.41	4,612.82	55,353.84	26.6124
		C	2,421.73	4,843.46	58,121.52	27.9430
		D	2,542.82	5,085.64	61,027.68	29.3402
		E	2,669.96	5,339.92	64,079.04	30.8072
50324	Electrician	A	2,247.34	4,494.68	53,936.16	25.9308
		B	2,359.71	4,719.42	56,633.04	27.2274
		C	2,477.70	4,955.40	59,464.80	28.5888
		D	2,601.59	5,203.18	62,438.16	30.0183
		E	2,731.67	5,463.34	65,560.08	31.5193
50325	Sr Electrician	A	2,472.10	4,944.20	59,330.40	28.5242
		B	2,595.70	5,191.40	62,296.80	29.9504
		C	2,725.48	5,450.96	65,411.52	31.4478
		D	2,861.75	5,723.50	68,682.00	33.0202
		E	3,004.84	6,009.68	72,116.16	34.6712

TEAMSTERS						
SALARY SCHEDULES						
		3% COLA Effective 1/1/16				
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50331	Custodian		INACTIVE			
50333	Sr Custodian		INACTIVE			
50401	Water Plant Operator	A	2,473.14	4,946.28	59,355.36	28.5362
		B	2,596.80	5,193.60	62,323.20	29.9631
		C	2,726.64	5,453.28	65,439.36	31.4612
		D	2,862.97	5,725.94	68,711.28	33.0343
		E	3,006.12	6,012.24	72,146.88	34.6860
50402	Sr Water Plant Operator	A	2,711.49	5,422.98	65,075.76	31.2864
		B	2,847.06	5,694.12	68,329.44	32.8507
		C	2,989.41	5,978.82	71,745.84	34.4932
		D	3,138.88	6,277.76	75,333.12	36.2178
		E	3,295.82	6,591.64	79,099.68	38.0287
50403	Water Plant Operator-In-Training	A	2,052.70	4,105.40	49,264.80	23.6850
		B	2,155.34	4,310.68	51,728.16	24.8693
		C	2,263.11	4,526.22	54,314.64	26.1128
		D	2,376.27	4,752.54	57,030.48	27.4185
		E	2,495.08	4,990.16	59,881.92	28.7894
50404	Utility Operator	A	2,904.28	5,808.56	69,702.72	33.5109
		B	3,049.49	6,098.98	73,187.76	35.1864
		C	3,201.96	6,403.92	76,847.04	36.9457
		D	3,362.06	6,724.12	80,689.44	38.7930
		E	3,530.16	7,060.32	84,723.84	40.7326
50405	WW Plant Operator-In-Training	A	1,926.67	3,853.34	46,240.08	22.2308
		B	2,023.00	4,046.00	48,552.00	23.3423
		C	2,124.15	4,248.30	50,979.60	24.5094
		D	2,230.36	4,460.72	53,528.64	25.7349
		E	2,341.88	4,683.76	56,205.12	27.0217
50406	WW Plant Operator	A	2,321.29	4,642.58	55,710.96	26.7841
		B	2,437.35	4,874.70	58,496.40	28.1233
		C	2,559.22	5,118.44	61,421.28	29.5295
		D	2,687.18	5,374.36	64,492.32	31.0059
		E	2,821.54	5,643.08	67,716.96	32.5562
50407	Sr WW Plant Operator	A	2,544.98	5,089.96	61,079.52	29.3652
		B	2,672.23	5,344.46	64,133.52	30.8334
		C	2,805.84	5,611.68	67,340.16	32.3751
		D	2,946.13	5,892.26	70,707.12	33.9938
		E	3,093.44	6,186.88	74,242.56	35.6935



TEAMSTERS						
SALARY SCHEDULES						
3% COLA Effective 1/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50408	Principal WWTP Operator	A	3,114.00	6,228.00	74,736.00	35.9308
		B	3,269.70	6,539.40	78,472.80	37.7273
		C	3,433.19	6,866.38	82,396.56	39.6137
		D	3,604.85	7,209.70	86,516.40	41.5944
		E	3,785.09	7,570.18	90,842.16	43.6741
50411	Plant Mechanic I	A	2,251.76	4,503.52	54,042.24	25.9818
		B	2,364.35	4,728.70	56,744.40	27.2810
		C	2,482.57	4,965.14	59,581.68	28.6450
		D	2,606.70	5,213.40	62,560.80	30.0773
		E	2,737.03	5,474.06	65,688.72	31.5811
50412	Plant Mechanic II	A	2,308.06	4,616.12	55,393.44	26.6315
		B	2,423.46	4,846.92	58,163.04	27.9630
		C	2,544.63	5,089.26	61,071.12	29.3611
		D	2,671.86	5,343.72	64,124.64	30.8292
		E	2,805.45	5,610.90	67,330.80	32.3706
50413	Instrumentation Technician	A	2,472.10	4,944.20	59,330.40	28.5242
		B	2,595.70	5,191.40	62,296.80	29.9504
		C	2,725.48	5,450.96	65,411.52	31.4478
		D	2,861.75	5,723.50	68,682.00	33.0202
		E	3,004.84	6,009.68	72,116.16	34.6712
50421	Laboratory Technician I	A	2,069.70	4,139.40	49,672.80	23.8812
		B	2,173.18	4,346.36	52,156.32	25.0752
		C	2,281.84	4,563.68	54,764.16	26.3289
		D	2,395.93	4,791.86	57,502.32	27.6453
		E	2,515.73	5,031.46	60,377.52	29.0277
50422	Laboratory Technician II	A	2,163.04	4,326.08	51,912.96	24.9582
		B	2,271.19	4,542.38	54,508.56	26.2060
		C	2,384.75	4,769.50	57,234.00	27.5163
		D	2,503.99	5,007.98	60,095.76	28.8922
		E	2,629.19	5,258.38	63,100.56	30.3368
50424	Environmental Compliance Technician	A	1,898.48	3,796.96	45,563.52	21.9055
		B	1,993.40	3,986.80	47,841.60	23.0008
		C	2,093.07	4,186.14	50,233.68	24.1508
		D	2,197.72	4,395.44	52,745.28	25.3583
		E	2,307.61	4,615.22	55,382.64	26.6263
50425	Environmental Compliance Officer	A	2,327.90	4,655.80	55,869.60	26.8604
		B	2,444.29	4,888.58	58,662.96	28.2033
		C	2,566.50	5,133.00	61,596.00	29.6135
		D	2,694.83	5,389.66	64,675.92	31.0942
		E	2,829.57	5,659.14	67,909.68	32.6489
50501	Communications Operator Trainee		INACTIVE			
50502	Public Safety Dispatcher I	A	2,197.31	4,394.62	52,735.44	25.3536
		B	2,307.18	4,614.36	55,372.32	26.6213
		C	2,422.54	4,845.08	58,140.96	27.9524
		D	2,543.67	5,087.34	61,048.08	29.3500
		E	2,670.85	5,341.70	64,100.40	30.8175

TEAMSTERS						
SALARY SCHEDULES						
3% COLA Effective 1/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50503	Public Safety Dispatcher II	A	2,410.64	4,821.28	57,855.36	27.8151
		B	2,531.17	5,062.34	60,748.08	29.2058
		C	2,657.73	5,315.46	63,785.52	30.6661
		D	2,790.62	5,581.24	66,974.88	32.1995
		E	2,930.15	5,860.30	70,323.60	33.8094
50504	Lead Public Safety Dispatcher	A	2531.17	5,062.34	60,748.08	29.2058
		B	2657.73	5,315.46	63,785.52	30.6661
		C	2790.62	5,581.24	66,974.88	32.1995
		D	2930.15	5,860.30	70,323.60	33.8094
		E	3076.66	6,153.32	73,839.84	35.4999
50513	Communications Services Officer	A	1,898.48	3,796.96	45,563.52	21.9055
		B	1,993.40	3,986.80	47,841.60	23.0008
		C	2,093.07	4,186.14	50,233.68	24.1508
		D	2,197.72	4,395.44	52,745.28	25.3583
		E	2,307.61	4,615.22	55,382.64	26.6263
50514	Crime Prevention Specialist	A	2,088.32	4,176.64	50,119.68	24.0960
		B	2,192.74	4,385.48	52,625.76	25.3008
		C	2,302.38	4,604.76	55,257.12	26.5659
		D	2,417.50	4,835.00	58,020.00	27.8942
		E	2,538.37	5,076.74	60,920.88	29.2889
50517	Crime Scene Technician	A	2,146.11	4,292.22	51,506.64	24.7628
		B	2,253.42	4,506.84	54,082.08	26.0010
		C	2,366.09	4,732.18	56,786.16	27.3010
		D	2,484.39	4,968.78	59,625.36	28.6660
		E	2,608.61	5,217.22	62,606.64	30.0993
50521	Animal Services Officer I	Trn	1,576.16	3,152.32	37,827.84	18.1865
50521	Animal Services Officer I	A	1,733.77	3,467.54	41,610.48	20.0050
		B	1,820.46	3,640.92	43,691.04	21.0053
		C	1,911.48	3,822.96	45,875.52	22.0555
		D	2,007.05	4,014.10	48,169.20	23.1583
		E	2,107.40	4,214.80	50,577.60	24.3162
50522	Animal Services Aide	A	1,245.71	2,491.42	29,897.04	14.3736
		B	1,308.00	2,616.00	31,392.00	15.0923
		C	1,373.40	2,746.80	32,961.60	15.8469
		D	1,442.07	2,884.14	34,609.68	16.6393
		E	1,514.17	3,028.34	36,340.08	17.4712
50523	Animal Services Officer II	A	1,903.55	3,807.10	45,685.20	21.9640
		B	1,998.73	3,997.46	47,969.52	23.0623
		C	2,098.67	4,197.34	50,368.08	24.2154
		D	2,203.60	4,407.20	52,886.40	25.4262
		E	2,313.78	4,627.56	55,530.72	26.6975
50531	Meter Reader	A	1,336.79	2,673.58	32,082.96	15.4245
		B	1,403.63	2,807.26	33,687.12	16.1957
		C	1,473.81	2,947.62	35,371.44	17.0055
		D	1,547.50	3,095.00	37,140.00	17.8558
		E	1,624.88	3,249.76	38,997.12	18.7486

TEAMSTERS						
SALARY SCHEDULES						
5% Equity Eff 5/16/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50324	Electrician	A	2,359.71	4,719.42	56,633.04	27.2274
		B	2,477.70	4,955.40	59,464.80	28.5888
		C	2,601.59	5,203.18	62,438.16	30.0183
		D	2,731.67	5,463.34	65,560.08	31.5193
		E	2,868.25	5,736.50	68,838.00	33.0952
50325	Sr Electrician	A	2,595.70	5,191.40	62,296.80	29.9504
		B	2,725.48	5,450.96	65,411.52	31.4478
		C	2,861.75	5,723.50	68,682.00	33.0202
		D	3,004.84	6,009.68	72,116.16	34.6712
		E	3,155.08	6,310.16	75,721.92	36.4048
50411	Plant Mechanic I	A	2,364.35	4,728.70	56,744.40	27.2810
		B	2,482.57	4,965.14	59,581.68	28.6450
		C	2,606.70	5,213.40	62,560.80	30.0773
		D	2,737.03	5,474.06	65,688.72	31.5811
		E	2,873.88	5,747.76	68,973.12	33.1602
50412	Plant Mechanic II	A	2,423.46	4,846.92	58,163.04	27.9630
		B	2,544.63	5,089.26	61,071.12	29.3611
		C	2,671.86	5,343.72	64,124.64	30.8292
		D	2,805.45	5,610.90	67,330.80	32.3706
		E	2,945.72	5,891.44	70,697.28	33.9891
50413	Instrumentation Technician	A	2,595.70	5,191.40	62,296.80	29.9504
		B	2,725.48	5,450.96	65,411.52	31.4478
		C	2,861.75	5,723.50	68,682.00	33.0202
		D	3,004.84	6,009.68	72,116.16	34.6712
		E	3,155.08	6,310.16	75,721.92	36.4048
3% Equity Effective 5/16/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50517	Crime Scene Technician	A	2,210.50	4,421.00	53,052.00	25.5058
		B	2,321.02	4,642.04	55,704.48	26.7810
		C	2,437.07	4,874.14	58,489.68	28.1200
		D	2,558.92	5,117.84	61,414.08	29.5260
		E	2,686.87	5,373.74	64,484.88	31.0023

TEAMSTERS						
SALARY SCHEDULES						
		2% COLA Effective 7/1/16				
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50201	Building/Plans Technician		INACTIVE			
50202	Code Enforcement Officer	A	2,355.00	4,710.00	56,520.00	27.1731
		B	2,472.75	4,945.50	59,346.00	28.5317
		C	2,596.39	5,192.78	62,313.36	29.9583
		D	2,726.21	5,452.42	65,429.04	31.4563
		E	2,862.52	5,725.04	68,700.48	33.0291
50211	Building Inspector I	A	2,482.09	4,964.18	59,570.16	28.6395
		B	2,606.19	5,212.38	62,548.56	30.0714
		C	2,736.50	5,473.00	65,676.00	31.5750
		D	2,873.33	5,746.66	68,959.92	33.1538
		E	3,017.00	6,034.00	72,408.00	34.8115
50212	Building Inspector II	A	2,773.04	5,546.08	66,552.96	31.9966
		B	2,911.69	5,823.38	69,880.56	33.5964
		C	3,057.27	6,114.54	73,374.48	35.2762
		D	3,210.13	6,420.26	77,043.12	37.0400
		E	3,370.64	6,741.28	80,895.36	38.8920
50213	Fire Inspector	A	2,773.04	5,546.08	66,552.96	31.9966
		B	2,911.69	5,823.38	69,880.56	33.5964
		C	3,057.27	6,114.54	73,374.48	35.2762
		D	3,210.13	6,420.26	77,043.12	37.0400
		E	3,370.64	6,741.28	80,895.36	38.8920
50215	Plans Check Examiner	A	2,991.40	5,982.80	71,793.60	34.5162
		B	3,140.97	6,281.94	75,383.28	36.2420
		C	3,298.02	6,596.04	79,152.48	38.0541
		D	3,462.92	6,925.84	83,110.08	39.9568
		E	3,636.07	7,272.14	87,265.68	41.9547
50216	Housing Program Inspector I	A	2,482.09	4,964.18	59,570.16	28.6395
		B	2,606.19	5,212.38	62,548.56	30.0714
		C	2,736.50	5,473.00	65,676.00	31.5750
		D	2,873.33	5,746.66	68,959.92	33.1538
		E	3,017.00	6,034.00	72,408.00	34.8115
50217	Housing Program Inspector II	A	2,773.04	5,546.08	66,552.96	31.9966
		B	2,911.69	5,823.38	69,880.56	33.5964
		C	3,057.27	6,114.54	73,374.48	35.2762
		D	3,210.13	6,420.26	77,043.12	37.0400
		E	3,370.64	6,741.28	80,895.36	38.8920
50218	Building and Fire Inspector I	A	2,279.81	4,559.62	54,715.44	26.3055
		B	2,393.80	4,787.60	57,451.20	27.6208
		C	2,513.49	5,026.98	60,323.76	29.0018
		D	2,639.16	5,278.32	63,339.84	30.4518
		E	2,771.12	5,542.24	66,506.88	31.9745

TEAMSTERS						
SALARY SCHEDULES						
2% COLA Effective 7/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50219	Building and Fire Inspector II	A	2,911.69	5,823.38	69,880.56	33.5964
		B	3,057.27	6,114.54	73,374.48	35.2762
		C	3,210.13	6,420.26	77,043.12	37.0400
		D	3,370.64	6,741.28	80,895.36	38.8920
		E	3,539.17	7,078.34	84,940.08	40.8366
				-	-	-
50221	Engineering Technician I	A	2,326.38	4,652.76	55,833.12	26.8428
		B	2,442.70	4,885.40	58,624.80	28.1850
		C	2,564.84	5,129.68	61,556.16	29.5943
		D	2,693.08	5,386.16	64,633.92	31.0740
		E	2,827.73	5,655.46	67,865.52	32.6277
				-	-	-
50225	Engineering Technician II	A	2,442.71	4,885.42	58,625.04	28.1851
		B	2,564.85	5,129.70	61,556.40	29.5944
		C	2,693.09	5,386.18	64,634.16	31.0741
		D	2,827.74	5,655.48	67,865.76	32.6278
		E	2,969.13	5,938.26	71,259.12	34.2592
50222	Construction Inspector I	A	2,642.74	5,285.48	63,425.76	30.4932
		B	2,774.88	5,549.76	66,597.12	32.0178
		C	2,913.62	5,827.24	69,926.88	33.6187
		D	3,059.30	6,118.60	73,423.20	35.2996
		E	3,212.26	6,424.52	77,094.24	37.0645
50223	Construction Inspector II	A	2,774.72	5,549.44	66,593.28	32.0160
		B	2,913.46	5,826.92	69,923.04	33.6168
		C	3,059.13	6,118.26	73,419.12	35.2977
		D	3,212.09	6,424.18	77,090.16	37.0626
		E	3,372.69	6,745.38	80,944.56	38.9157
50224	Junior Engineer	A	2,686.57	5,373.14	64,477.68	30.9989
		B	2,820.90	5,641.80	67,701.60	32.5488
		C	2,961.95	5,923.90	71,086.80	34.1763
		D	3,110.05	6,220.10	74,641.20	35.8852
		E	3,265.55	6,531.10	78,373.20	37.6794
50231	Junior Planner		INACTIVE			
50232	Assistant Planner	A	2,540.47	5,080.94	60,971.28	29.3131
		B	2,667.49	5,334.98	64,019.76	30.7787
		C	2,800.86	5,601.72	67,220.64	32.3176
		D	2,940.90	5,881.80	70,581.60	33.9335
		E	3,087.95	6,175.90	74,110.80	35.6302
50301	Maintenance Worker I	A	1,573.65	3,147.30	37,767.60	18.1575
		B	1,652.33	3,304.66	39,655.92	19.0653
		C	1,734.95	3,469.90	41,638.80	20.0187
		D	1,821.70	3,643.40	43,720.80	21.0196
		E	1,912.78	3,825.56	45,906.72	22.0705
50303	Maintenance Worker II	A	1,998.82	3,997.64	47,971.68	23.0633
		B	2,098.76	4,197.52	50,370.24	24.2165
		C	2,203.70	4,407.40	52,888.80	25.4273
		D	2,313.89	4,627.78	55,533.36	26.6987
		E	2,429.58	4,859.16	58,309.92	28.0336

<b>TEAMSTERS</b>						
<b>SALARY SCHEDULES</b>						
<b>2% COLA Effective 7/1/16</b>						
<b>Class</b>			<b>Semi-Mon</b>	<b>Monthly</b>	<b>Annual</b>	<b>Hourly</b>
<b>Code</b>	<b>Position Title...</b>		<b>Salary</b>	<b>Salary</b>	<b>Salary</b>	<b>Rate</b>
	<i>7/16/09 - DeRoche Y Rated</i>	<b>F</b>	2,545.87	5,091.74	61,100.88	29.3754

TEAMSTERS						
SALARY SCHEDULES						
2% COLA Effective 7/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50305	Sr Maintenance Worker	A	2,200.48	4,400.96	52,811.52	25.3902
		B	2,310.50	4,621.00	55,452.00	26.6596
		C	2,426.03	4,852.06	58,224.72	27.9927
		D	2,547.33	5,094.66	61,135.92	29.3923
		E	2,674.70	5,349.40	64,192.80	30.8619
50307	Dist Grounds Technician		INACTIVE			
50313	Equipment Mechanic I	A	2,138.00	4,276.00	51,312.00	24.6692
		B	2,244.90	4,489.80	53,877.60	25.9027
		C	2,357.14	4,714.28	56,571.36	27.1978
		D	2,475.00	4,950.00	59,400.00	28.5577
		E	2,598.75	5,197.50	62,370.00	29.9856
50314	Equipment Mechanic II	A	2,244.89	4,489.78	53,877.36	25.9026
		B	2,357.13	4,714.26	56,571.12	27.1977
		C	2,474.99	4,949.98	59,399.76	28.5576
		D	2,598.74	5,197.48	62,369.76	29.9855
		E	2,728.68	5,457.36	65,488.32	31.4848
50315	Sr Equipment Mechanic	A	2,357.14	4,714.28	56,571.36	27.1978
		B	2,475.00	4,950.00	59,400.00	28.5577
		C	2,598.75	5,197.50	62,370.00	29.9856
		D	2,728.69	5,457.38	65,488.56	31.4849
		E	2,865.12	5,730.24	68,762.88	33.0591
50321	Building Maintenance Worker	A	2,036.83	4,073.66	48,883.92	23.5019
		B	2,138.67	4,277.34	51,328.08	24.6770
		C	2,245.60	4,491.20	53,894.40	25.9108
		D	2,357.88	4,715.76	56,589.12	27.2063
		E	2,475.77	4,951.54	59,418.48	28.5666
50322	Building Maintenance Worker Assistant	A	1,998.82	3,997.64	47,971.68	23.0633
		B	2,098.76	4,197.52	50,370.24	24.2165
		C	2,203.70	4,407.40	52,888.80	25.4273
		D	2,313.89	4,627.78	55,533.36	26.6987
		E	2,429.58	4,859.16	58,309.92	28.0336
50323	Sr Building Maintenance Worker	A	2,240.51	4,481.02	53,772.24	25.8520
		B	2,352.54	4,705.08	56,460.96	27.1447
		C	2,470.17	4,940.34	59,284.08	28.5020
		D	2,593.68	5,187.36	62,248.32	29.9271
		E	2,723.36	5,446.72	65,360.64	31.4234
50324	Electrician	A	2,406.91	4,813.82	57,765.84	27.7720
		B	2,527.26	5,054.52	60,654.24	29.1607
		C	2,653.62	5,307.24	63,686.88	30.6187
		D	2,786.30	5,572.60	66,871.20	32.1496
		E	2,925.62	5,851.24	70,214.88	33.7572
50325	Sr Electrician	A	2,647.60	5,295.20	63,542.40	30.5492
		B	2,779.98	5,559.96	66,719.52	32.0767
		C	2,918.98	5,837.96	70,055.52	33.6805
		D	3,064.93	6,129.86	73,558.32	35.3646
		E	3,218.18	6,436.36	77,236.32	37.1328

TEAMSTERS						
SALARY SCHEDULES						
2% COLA Effective 7/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50331	Custodian		INACTIVE			
50333	Sr Custodian		INACTIVE			
50401	Water Plant Operator	A	2,522.60	5,045.20	60,542.40	29.1069
		B	2,648.73	5,297.46	63,569.52	30.5623
		C	2,781.17	5,562.34	66,748.08	32.0904
		D	2,920.23	5,840.46	70,085.52	33.6950
		E	3,066.24	6,132.48	73,589.76	35.3797
50402	Sr Water Plant Operator	A	2,765.71	5,531.42	66,377.04	31.9120
		B	2,904.00	5,808.00	69,696.00	33.5077
		C	3,049.20	6,098.40	73,180.80	35.1831
		D	3,201.66	6,403.32	76,839.84	36.9422
		E	3,361.74	6,723.48	80,681.76	38.7893
50403	Water Plant Operator-In-Training	A	2,093.76	4,187.52	50,250.24	24.1588
		B	2,198.45	4,396.90	52,762.80	25.3667
		C	2,308.37	4,616.74	55,400.88	26.6350
		D	2,423.79	4,847.58	58,170.96	27.9668
		E	2,544.98	5,089.96	61,079.52	29.3652
50404	Utility Operator	A	2,962.36	5,924.72	71,096.64	34.1811
		B	3,110.48	6,220.96	74,651.52	35.8902
		C	3,266.00	6,532.00	78,384.00	37.6846
		D	3,429.30	6,858.60	82,303.20	39.5688
		E	3,600.76	7,201.52	86,418.24	41.5472
50405	WW Plant Operator-In-Training	A	1,965.21	3,930.42	47,165.04	22.6755
		B	2,063.47	4,126.94	49,523.28	23.8093
		C	2,166.64	4,333.28	51,999.36	24.9997
		D	2,274.97	4,549.94	54,599.28	26.2497
		E	2,388.72	4,777.44	57,329.28	27.5622
50406	WW Plant Operator	A	2,367.71	4,735.42	56,825.04	27.3197
		B	2,486.10	4,972.20	59,666.40	28.6858
		C	2,610.40	5,220.80	62,649.60	30.1200
		D	2,740.92	5,481.84	65,782.08	31.6260
		E	2,877.97	5,755.94	69,071.28	33.2073
50407	Sr WW Plant Operator	A	2,595.89	5,191.78	62,301.36	29.9526
		B	2,725.68	5,451.36	65,416.32	31.4502
		C	2,861.96	5,723.92	68,687.04	33.0226
		D	3,005.06	6,010.12	72,121.44	34.6738
		E	3,155.31	6,310.62	75,727.44	36.4074



TEAMSTERS						
SALARY SCHEDULES						
2% COLA Effective 7/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50408	Principal WWTP Operator	A	3,176.29	6,352.58	76,230.96	36.6495
		B	3,335.10	6,670.20	80,042.40	38.4819
		C	3,501.85	7,003.70	84,044.40	40.4060
		D	3,676.94	7,353.88	88,246.56	42.4262
		E	3,860.79	7,721.58	92,658.96	44.5476
50411	Plant Mechanic I	A	2,411.64	4,823.28	57,879.36	27.8266
		B	2,532.22	5,064.44	60,773.28	29.2179
		C	2,658.83	5,317.66	63,811.92	30.6788
		D	2,791.77	5,583.54	67,002.48	32.2127
		E	2,931.36	5,862.72	70,352.64	33.8234
50412	Plant Mechanic II	A	2,471.91	4,943.82	59,325.84	28.5220
		B	2,595.51	5,191.02	62,292.24	29.9482
		C	2,725.29	5,450.58	65,406.96	31.4457
		D	2,861.55	5,723.10	68,677.20	33.0179
		E	3,004.63	6,009.26	72,111.12	34.6688
50413	Instrumentation Technician	A	2,647.60	5,295.20	63,542.40	30.5492
		B	2,779.98	5,559.96	66,719.52	32.0767
		C	2,918.98	5,837.96	70,055.52	33.6805
		D	3,064.93	6,129.86	73,558.32	35.3646
		E	3,218.18	6,436.36	77,236.32	37.1328
50421	Laboratory Technician I	A	2,111.10	4,222.20	50,666.40	24.3588
		B	2,216.65	4,433.30	53,199.60	25.5767
		C	2,327.48	4,654.96	55,859.52	26.8555
		D	2,443.85	4,887.70	58,652.40	28.1983
		E	2,566.04	5,132.08	61,584.96	29.6082
50422	Laboratory Technician II	A	2,206.30	4,412.60	52,951.20	25.4573
		B	2,316.62	4,633.24	55,598.88	26.7302
		C	2,432.45	4,864.90	58,378.80	28.0667
		D	2,554.07	5,108.14	61,297.68	29.4700
		E	2,681.77	5,363.54	64,362.48	30.9435
50424	Environmental Compliance Technician	A	1,936.45	3,872.90	46,474.80	22.3437
		B	2,033.27	4,066.54	48,798.48	23.4608
		C	2,134.93	4,269.86	51,238.32	24.6338
		D	2,241.68	4,483.36	53,800.32	25.8655
		E	2,353.76	4,707.52	56,490.24	27.1588
50425	Environmental Compliance Officer	A	2,374.45	4,748.90	56,986.80	27.3975
		B	2,493.17	4,986.34	59,836.08	28.7673
		C	2,617.83	5,235.66	62,827.92	30.2057
		D	2,748.72	5,497.44	65,969.28	31.7160
		E	2,886.16	5,772.32	69,267.84	33.3018
50501	Communications Operator Trainee		INACTIVE			
50502	Public Safety Dispatcher I	A	2,241.26	4,482.52	53,790.24	25.8607
		B	2,353.32	4,706.64	56,479.68	27.1537
		C	2,470.99	4,941.98	59,303.76	28.5114
		D	2,594.54	5,189.08	62,268.96	29.9370
		E	2,724.27	5,448.54	65,382.48	31.4339

TEAMSTERS						
SALARY SCHEDULES						
2% COLA Effective 7/1/16						
Class Code	Position Title...		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
50503	Public Safety Dispatcher II	A	2,458.86	4,917.72	59,012.64	28.3715
		B	2,581.80	5,163.60	61,963.20	29.7900
		C	2,710.89	5,421.78	65,061.36	31.2795
		D	2,846.43	5,692.86	68,314.32	32.8434
		E	2,988.75	5,977.50	71,730.00	34.4856
50504	Lead Public Safety Dispatcher	A	2581.80	5,163.60	61,963.20	29.7900
		B	2710.89	5,421.78	65,061.36	31.2795
		C	2846.43	5,692.86	68,314.32	32.8434
		D	2988.75	5,977.50	71,730.00	34.4856
		E	3138.19	6,276.38	75,316.56	36.2099
50513	Communications Services Officer	A	1,936.45	3,872.90	46,474.80	22.3437
		B	2,033.27	4,066.54	48,798.48	23.4608
		C	2,134.93	4,269.86	51,238.32	24.6338
		D	2,241.68	4,483.36	53,800.32	25.8655
		E	2,353.76	4,707.52	56,490.24	27.1588
50514	Crime Prevention Specialist	A	2,130.10	4,260.20	51,122.40	24.5781
		B	2,236.60	4,473.20	53,678.40	25.8069
		C	2,348.43	4,696.86	56,362.32	27.0973
		D	2,465.85	4,931.70	59,180.40	28.4521
		E	2,589.14	5,178.28	62,139.36	29.8747
50517	Crime Scene Technician	A	2,254.70	4,509.40	54,112.80	26.0158
		B	2,367.44	4,734.88	56,818.56	27.3166
		C	2,485.81	4,971.62	59,659.44	28.6824
		D	2,610.10	5,220.20	62,642.40	30.1165
		E	2,740.61	5,481.22	65,774.64	31.6224
50521	Animal Services Officer I	Trn	1,607.68	3,215.36	38,584.32	18.5502
50521	Animal Services Officer I	A	1,768.44	3,536.88	42,442.56	20.4051
		B	1,856.86	3,713.72	44,564.64	21.4253
		C	1,949.70	3,899.40	46,792.80	22.4965
		D	2,047.19	4,094.38	49,132.56	23.6214
		E	2,149.55	4,299.10	51,589.20	24.8025
50522	Animal Services Aide	A	1,270.62	2,541.24	30,494.88	14.6610
		B	1,334.15	2,668.30	32,019.60	15.3940
		C	1,400.86	2,801.72	33,620.64	16.1638
		D	1,470.90	2,941.80	35,301.60	16.9719
		E	1,544.45	3,088.90	37,066.80	17.8206
50523	Animal Services Officer II	A	1,941.63	3,883.26	46,599.12	22.4034
		B	2,038.71	4,077.42	48,929.04	23.5236
		C	2,140.65	4,281.30	51,375.60	24.6998
		D	2,247.68	4,495.36	53,944.32	25.9348
		E	2,360.06	4,720.12	56,641.44	27.2315
50531	Meter Reader	A	1,363.53	2,727.06	32,724.72	15.7330
		B	1,431.71	2,863.42	34,361.04	16.5197
		C	1,503.30	3,006.60	36,079.20	17.3458
		D	1,578.46	3,156.92	37,883.04	18.2130
		E	1,657.38	3,314.76	39,777.12	19.1236

AGENDA ITEM 1.D

REQUEST

**ADOPT A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN  
BILL SARTOR AND THE CITY OF TRACY TO SERVE AS CITY ATTORNEY**

EXECUTIVE SUMMARY

The Employment Agreement provides that Bill Sartor will serve as City Attorney from May 16, 2016 to March 31, 2017.

DISCUSSION

The current City Attorney, Dan Sodergren, will be leaving employment with the City on May 15, 2016.

Bill Sartor, the current Assistant City Attorney, has been working for the City since 2001. He previously worked for North American Title Insurance Company and the City of San Ramon. He is well versed in all aspects of municipal law and the operations of the City Attorney's Office.

Under the terms of the Employment Agreement, Mr. Sartor will serve as City Attorney from May 16, 2016 to March 31, 2017. He will receive a base salary of \$15,833.33 a month and will be entitled to the same benefits provided to other employees covered by the Department Heads Compensation and Benefit Plan. However, Mr. Sartor will not receive a car allowance.

FISCAL IMPACT

There is not expected to be a fiscal impact as Mr. Sartor will be filling a vacated position.

RECOMMENDATION

That City Council, by resolution, approve the Employment Agreement between Bill Sartor and the City of Tracy.

Prepared by: Midori Lichtwardt, Human Resources Manager

Reviewed by: Rachelle McQuiston, Administrative Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment: Proposed Employment Agreement between Bill  
Sartor and the City of Tracy

EMPLOYMENT AGREEMENT  
BETWEEN  
BILL SARTOR AND THE CITY OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into this 3<sup>rd</sup> day of May 2016, by and between the City of Tracy, a municipal corporation (hereinafter "CITY"), and Bill Sartor, a duly licensed California Attorney (hereinafter "EMPLOYEE"), both of whom agree as follows:

RECITALS

- A. The City Council has carefully evaluated EMPLOYEE's knowledge, experience, administrative skills and abilities and has decided to appoint EMPLOYEE to the position of City Attorney.
- B. 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 or when CITY 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 Attorney 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. This Agreement also provides for an equitable manner of resolving issues regarding the termination of the employment relationship, should that occur.
- D. EMPLOYEE desires employment as the City Attorney 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 hereby agrees to employ Bill Sartor to perform the functions and duties of City Attorney. Bill Sartor shall commence employment as the City Attorney on May 16, 2016.

Section 2: Term.

Except as otherwise expressly stated in this Agreement, the term of this Agreement shall be through March 31, 2017. Separation of employment shall be governed by the provisions outlined in Sections 6 and 7 of the Agreement. CITY may terminate this Agreement at any time subject to the severance provisions contained in Section 7. EMPLOYEE may resign at any time from his position with the CITY provided he gives the CITY thirty days written notice in advance and, in which event, he forgoes any right to severance pay.

Section 3: Compensation and Benefits.

A. Base Salary. CITY agrees to pay EMPLOYEE a base salary of \$15,833.33 per month, payable in accordance with a pre-determined schedule applicable to all CITY employees.

B. Health, Disability, Management and Life Insurance Benefits. EMPLOYEE shall be entitled to receive the same health (medical, dental and vision), disability, management and life insurance benefits provided to other employees covered by the Department Heads Compensation and Benefits Plan. However, EMPLOYEE shall not be entitled to receive a car allowance.

C. Accrual and Use of Leave.

1. EMPLOYEE shall accrue vacation leave, sick leave, and management leave on an annual basis at the rate contained in the most currently adopted Department Heads Compensation and Benefits Plan. EMPLOYEE shall receive the same bereavement and family leave, and the same holidays (including floating holidays), provided to other employees covered by the Department Heads Compensation and Benefits Plan.

2. EMPLOYEE is entitled to accrue all leave, without limit, and in the event 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 convert sick leave, as permitted in the Department Heads Compensation and Benefits Plan.

D. Retirement and Deferred Compensation. CITY shall pay the employer share of PERS contributions for the single highest year in accordance with the 2.5% at age 55 benefit formula. In addition to City-paid PERS, CITY shall contribute to his 401 Plan deferred compensation in the amount of five percent of EMPLOYEE's monthly 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. The City Council may provide EMPLOYEE with a written performance evaluation in such format as the City Council may determine.

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 thirty days prior to the effective date of the resignation. This Agreement to provide a thirty 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 Attorney's office and duties; (vi) conviction of an illegal act involving personal gain to him; or (vii) is found to have committed an unethical act involving personal gain to him and resulting in expulsion from the State Bar of California.

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B of this Section 7, the EMPLOYEE shall be entitled to the compensation earned by him prior to the date of termination as provided for in this Agreement computed pro rata up to and including that date; the EMPLOYEE shall be entitled to no further compensation after the date of termination.

Section 7: Severance.

In the event EMPLOYEE involuntarily resigns or is terminated by the City Council for reasons other than those enumerated in Section 6(B) above, then in that event, CITY agrees to pay EMPLOYEE six months severance pay; provided, however, that pursuant to State law, EMPLOYEE shall not be entitled to any severance pay that would exceed the term of this Agreement. For the purpose of this Agreement, "severance" shall include salary, health benefits, life insurance, and retirement contributions. Said severance pay shall be paid in a lump sum payment to EMPLOYEE by the CITY within fifteen working days after the effective date of EMPLOYEE's involuntary resignation or termination, or as agreed to by CITY and EMPLOYEE.

Section 8: 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 Attorney. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereof. 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 any law or ordinance.

C. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:

City Council of the City of Tracy  
Attention: Mayor  
333 Civic Center Plaza  
Tracy, CA 95376

EMPLOYEE:

Bill Sartor  
333 Civic Center Plaza  
Tracy, CA 95376

Alternatively, notices required pursuant to 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 and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the EMPLOYEE by the CITY and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. 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. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

E. Heirs. This Agreement shall be binding upon and inure 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.

F. Severability. If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

G. Written Materials. All written or printed 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 written or printed material to CITY.

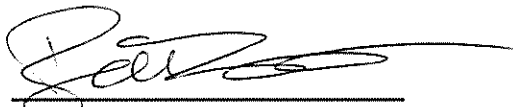
H. Waiver. The parties hereto shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

I. Effective Date. This Agreement shall become effective upon execution by both parties.

CITY OF TRACY (CITY)

Bill Sartor (EMPLOYEE)

\_\_\_\_\_  
Michael Maciel, Mayor

  
\_\_\_\_\_  
Bill Sartor

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

Date: 4/26/16

ATTEST:

\_\_\_\_\_  
Nora Pimentel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney



RESOLUTION \_\_\_\_\_

APPROVING AN EMPLOYMENT AGREEMENT  
BETWEEN BILL SARTOR AND THE CITY OF TRACY  
TO SERVE AS CITY ATTORNEY

WHEREAS, Bill Sartor and the City of Tracy desire to enter into an employment agreement to specify the duties, responsibilities, salary and benefits related to the City Attorney position.

NOW, THEREFORE, BE IT RESOLVED, that City Council approves an employment agreement with Bill Sartor and authorizes the Mayor to execute the agreement.

\* \* \* \* \*

The foregoing Resolution \_\_\_\_\_ was passed and adopted by the Tracy City Council on the 3rd day of May, 2016, 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

**ADOPTION OF A RESOLUTION DESIGNATING HINDERLITER, DE LLAMAS & ASSOCIATES AS AUTHORIZED CITY REPRESENTATIVE TO EXAMINE SALES AND USE TAX RECORDS**

EXECUTIVE SUMMARY

Hinderliter, de Llamas & Associates (HdL) was retained by the City of Tracy to perform tax auditing services to recover lost revenue by detecting and documenting misallocations of sales, use, and transaction taxes.

Prior to releasing sales tax records, the State Board of Equalization (Board) requires that an agency's governing board or council adopt a resolution, in a form acceptable to the Board, designating those whom are authorized to access and examine confidential sales, use, and transaction tax records of the Board. Adoption of this resolution will grant HdL such access.

DISCUSSION

On February 2, 2016, Council approved a Master Professional Services Agreement between the City and HdL to assist in the City's endeavor to maximize the City's income and minimize the cost of lost revenue by detecting and documenting misallocations of Local District Tax (also known as sales, transactions & use taxes), Bradley-Burns sales tax, local use tax activity, and property tax within the statute of limitations on recoverability.

Crucial to performing these duties, HdL must be authorized to access and examine confidential sales, use, and transaction tax records of the State Board of Equalization pertaining to sales, use, and transaction taxes collected by the Board for the City pursuant to the City's contract with the Board.

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 and Goal 3: Identify resources to promote communication and civic engagement, enhance city services, and promote organizational productivity.

FISCAL IMPACT

There will be no fiscal impact resulting from adoption of the resolution.

RECOMMENDATION

That City Council adopts a resolution designating Hinderliter, De Llamas & Associates as authorized City representatives to examine sales, use, and transaction tax records.

Agenda Item 1.E  
May 3, 2016  
Page 2

Prepared by: Anne H. Bell, Mgt. Analyst II, Administrative Services Department, Finance  
Division

Reviewed by: V. Rachelle McQuiston, Director, Administrative Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION \_\_\_\_\_

AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS BY HINDERLITER, DE LLAMAS & ASSOCIATES

WHEREAS, pursuant to Ordinance 337 and subsequent amending Ordinances 341, 426 and 460, the City of Tracy entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of Tracy deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the City of Tracy with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

*The information obtained by examination of Board records shall be used only for those governmental functions of the City listed above.*

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;

- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to the contract between the City and the Board and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

\* \* \* \* \*

The foregoing Resolution 2016-\_\_\_\_\_ was adopted by City Council on the 3rd day of May, 2016, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_

MAYOR

ATTEST & CERTIFY

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

AGENDA ITEM 1.F

REQUEST

**APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP, INC. FOR CONTINUED ANALYSES AND COLLABORATION REGARDING FISCAL IMPACTS FROM NEW DEVELOPMENT AND APPROVE FUNDING ALLOCATION**

EXECUTIVE SUMMARY

In February, 2015, Goodwin Consulting Group, Inc. (GCG) was retained by the City to estimate the fiscal impacts to the City of Tracy that result from new development within the City within a designated planning horizon. The Agreement was amended on December 1, 2015 due to extended time and effort required by GCG on behalf of the City.

Since that time, GCG has been requested to perform additional analyses, avail itself directly to developers to review and discuss impact analyses, and to attend meetings with the Tracy Rural Fire District regarding the impact analyses. It is anticipated that the remaining requests for services will not exceed \$50,000.

DISCUSSION

On February 2, 2015 the City Manager entered into a Professional Services Agreement (PSA) with GCG to estimate the fiscal impacts of new development on the city and conduct a comparison of recurring annual revenues to the recurring annual costs incurred by the City in providing public services to new residents and employees.

Amendment No. 1 to the PSA with Goodwin Consulting Group, Inc. was necessary to complete the analysis. Due to the extended time and effort that went into the data collection process the remaining balance in the original budget was not sufficient to complete the analysis.

Once the analysis was complete, GCG was asked to meet with developers and other agencies to discuss the analyses, review and respond to developers' consultant's comments and analyses, and perform additional analyses. It is anticipated that in an effort to continue outreach efforts to developers and address questions of Council, additional services from GCG will be required by the City.

STRATEGIC PLAN

The analytical work and collaboration with developers supports Goal 2 of the Strategic Plan "Governance": "Ensure continued fiscal sustainability through financial and budgetary stewardship."

FISCAL IMPACT

There is no fiscal impact the General Fund. Development Impact fees are being used to fund the analyses and continued efforts. Amendment No. 2 will be for an amount not to exceed \$ 50,000. The total contract amount will be \$115,000.

RECOMMENDATION

That City Council, by resolution, authorize Amendment No. 2 to the Professional Services Agreement with Goodwin Consulting Group, Inc. for continued analyses and collaboration regarding fiscal impacts from new development and approve funding allocation

Prepared by: Anne H. Bell, Mgt. Analyst II, Administrative Services Department, Finance Division

Reviewed by: V. Rachelle McQuiston, Administrative Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Amendment No. 2 to Professional Services Agreement with Goodwin Consulting Services, Inc.

**City of Tracy  
AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
ANALYSIS OF FISCAL IMPACTS FROM NEW DEVELOPMENT**

This Amendment No. 2 (Amendment) to the **Professional Services Agreement to Perform Analysis of Fiscal Impacts from New Development** is entered into between the City of Tracy, a municipal corporation (City), and **Goodwin Consulting Group, Inc., a California Corporation (“Consultant”)**.

**Recitals**

- A. The City and Consultant entered into a Professional Services Agreement (Agreement) to Perform Analysis of Fiscal Impacts from New Development which was approved by the City Council on February 2, 2016.
- B. On December 1, 2015, Council approved the Amendment No. 1 to the Agreement due to extended time and effort requested of the Consultant beyond the original scope of work and adopted Resolution No. 2015-198.
- C. The City has requested that additional analyses, meetings, and presentations be performed by Consultant beyond its original scope and additional funding is necessary to provide appropriate compensation.

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

- 1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
- 2. **Terms of Amendment.** Section 5.1 COMPENSATION of the Agreement is hereby amended to increase the not to exceed amount by \$ 50,000.
- 3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
- 5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.




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

City of Tracy

Consultant  
Goodwin Consulting Group, Inc.

\_\_\_\_\_  
By: Michael Maciel  
Title: Mayor  
Date: \_\_\_\_\_

By:   
Susan Goodwin  
Title: Managing Principal  
Date: 4/12/16  
Fed. Employer ID No. 94-3393430

Attest:

\_\_\_\_\_  
By: Nora Pimentel  
Title: City Clerk  
Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
By:  
Title: City Attorney  
Date: \_\_\_\_\_

RESOLUTION \_\_\_\_\_

APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP, INC. FOR CONTINUED ANALYSES AND COLLABORATION REGARDING FISCAL IMPACTS FROM NEW DEVELOPMENT AND APPROVE FUNDING ALLOCATION

WHEREAS, on February 2, 2015 the City Manager authorized a Professional Services Agreement for \$49,500 with Goodwin Consulting Group, Inc. to estimate the fiscal impacts of new development on the city and conduct a comparison of recurring annual revenues to the recurring annual costs incurred by the City in providing public services to new residents and employees, and

WHEREAS, on December 1, 2015, the current budget was insufficient to cover the tasks remaining on scope of the original Agreement and Council approved an additional \$15,000 allocation, and

WHEREAS the City has requested that Goodwin Consulting Group, Inc. perform additional analyses, attend additional meetings, review developers' analyses, and review and respond to developers' and other agencies' comments regarding impact analyses, and

WHEREAS, the additional funding allocation requires City Council approval;

NOW, THEREFORE, BE IT RESOLVED, That City Council does hereby approve Amendment No. 2 to the Professional Services Agreement with Goodwin Consulting Group Inc. for the analysis of fiscal impacts by new development, approve funding allocation, and authorize the Mayor to execute the Amendment.

\* \* \* \* \*

The foregoing Resolution 2016-\_\_\_\_\_ was adopted by City Council on the 3rd day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST

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

May 3, 2016

AGENDA ITEM 1.G

REQUEST

**WAIVE SECOND READING AND ADOPT ORDINANCE 1215, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTIONS 3.04.010 and 3.04.060 OF THE TRACY MUNICIPAL CODE PERTAINING TO SAFE AND SANE FIREWORKS**

EXECUTIVE SUMMARY

Ordinance 1215 was introduced at the Council meeting held on April 19, 2016. Ordinance 1215 is before Council for adoption.

DISCUSSION

On October 6, 2015, staff was directed by City Council to amend Tracy Municipal Code Chapter 3.04, Fireworks, regarding participation requirements for local nonprofit organizations selling safe and sane fireworks. Ordinance 1215 was introduced at the Council meeting held on April 19, 2016, to modify the existing language to provide an expanded definition of a local nonprofit organization and extend eligibility to organizations that exist outside of the City of Tracy, but also provide local community benefit. Ordinance 1215 further provides for penalties if an organization misrepresents itself through the application process.

Ordinance 1215 is before Council for adoption.

STRATEGIC PLAN

This agenda item does not relate to the Council's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopt Ordinance 1215.

Prepared by: Adrienne Richardson, Deputy City Clerk

Reviewed by: Nora Pimentel, City Clerk  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS:

Attachment A – Ordinance 1215

## ORDINANCE 1215

## AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTIONS 3.04.010 and 3.04.060 OF THE TRACY MUNICIPAL CODE PERTAINING TO SAFE AND SANE FIREWORKS

Whereas, the City Council wishes to amend Chapter 3.04 to the Tracy Municipal Code which allows for the sale, use and discharge of "Safe and Sane" Fireworks in the City of Tracy:

NOW, THEREFORE, The City Council of the City of Tracy hereby ordains as follows:

**SECTION 1: Amended Section.** Section 3.04.010, Definitions, is hereby amended to change the definition of "Nonprofit organizations" as follows:

*"Nonprofit organization"* means the applicant is a local nonprofit organization which shall mean any nonprofit association, club, or corporation organized for veteran, patriotic, welfare, religious, civic betterment, youth or charitable purposes as defined by Section 501(c) of the Internal Revenue Code of the United States. A local nonprofit organization must have its principal and permanent meeting place within the City of Tracy, or be within a one mile radius of the city limits of the City Tracy, or be a school with a student body that includes City of Tracy residents and is within the Tracy Unified School District or the Jefferson School District. Non-school organizations that have their principal meeting place outside the City limits as allowed above, must show documented proof that a majority of its members are City of Tracy residents. The organization must have nonprofit status and have been organized and established for a minimum of two continuous years preceding the filing of the application for permit. The organization must have a bona fide membership of at least twenty (20) members who reside in the City, which will be verified each year. The organization must also provide direct and regular community services and benefits to the residents of the City."

**SECTION 2: Amended Subsections.** Subsections (c) and (d) of section 3.04.060, Applications for safe and sane fireworks sales permit lottery, are hereby amended to read as follows:

"(c) Applications shall be signed by two (2) bona fide officers of the eligible nonprofit organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by state laws, administrative regulations, and all requirements of this Code and the permit if permission to operate a safe and sane fireworks stand is granted to the organization, and both:

1. has not been found by any court of competent jurisdiction or City administrative hearing officer to be in violation of any civil or criminal, local, state or federal law relating to fireworks within twenty-four (24) calendar months prior to the organization's submittal of an application for a permit to sell safe and sane fireworks, and

2. has not had a permit to sell safe and sane fireworks revoked within twenty-four (24) calendar months prior to the organization's submittal of an application for a permit to sell.

(d) 1. Should the Fire Chief or designee determine that a lottery awardee does not satisfy these requirements or otherwise comply with requirements of this Chapter, the lottery awardee's application shall be denied.

2. If an awardee is found to have falsified or misrepresented its status as an eligible organization as defined by this Chapter, or provided false information on the approved application, the organization will be ineligible to apply for a safe and sane fireworks permit for a period of two years."

SECTION 3: This Ordinance shall take effect thirty days after its final passage and adoption.

SECTION 4: This Ordinance shall be published once in a newspaper of general circulation, within fifteen days from and after its final passage and adoption.

\* \* \* \* \*

The foregoing Ordinance 1215 was introduced at a regular meeting of the Tracy City Council on the 19th day of April 2016, and finally adopted on the 3rd day of May, 2016, 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

**AUTHORIZE ESTABLISHMENT OF PARKING RESTRICTIONS ON TENTH STREET  
BETWEEN CENTRAL AVENUE AND B STREET**

EXECUTIVE SUMMARY

The Tracy City Center Association (TCCA) requested installation of a tow-away/no parking zone on Tenth Street between Central Avenue and B Streets on certain days when the Farmers' Market is held. Most parking stalls in this segment are restricted to two hour parking from 9:00 a.m. to 6:00 p.m. except on Sundays. However, there are times when a vehicle is left parked in the area that requires removal in order to ensure successful installation of equipment/stalls for the Farmers' Market. California Vehicle Code CVC22507 requires having adequate signage for enforcing such parking restrictions. Therefore, staff recommends that the existing signs be modified to post signage for "Tow-Away, No Parking from 6:00 AM – 2:00 PM on Saturdays, April thru October" and keep existing parking "2 Hour or 30 Minutes Parking from 9:00 AM – 6:00 PM except Sundays" in this segment.

The proposed improvements will provide authority to the Tracy Police Department to tow-away vehicles as needed to allow the Farmers' Market to operate.

DISCUSSION

Development and Engineering Services received a request from TCCA for the installation of no a parking zone on Tenth Street between Central Avenue and B Street to enable the successful operation of the Farmers' Market. The Farmers' Market is held every Saturday from April through October in this area.

Tenth Street is a two-lane collector street in the downtown business area. There are angled parking stalls along this segment. Parking is restricted to either 30 minutes or 2 hours from 9:00 a.m. to 6:00 p.m. except on Sundays. In addition, there are courtesy signs posted in this segment providing information regarding the Farmers' Market that recommends no parking from 7:00 a.m. to 2:00 p.m. on Saturdays. Even though such signage is present, there are times when a vehicle is found parked on Saturday morning during the Farmers' Market setup. This hinders and delays the installation of equipment/stalls for the Farmers' Market.

California Vehicle Code Section 22507 (a) and Tracy Municipal Code Section 3.08.520 requires City Council authorization to establish parking restrictions on city streets. Therefore, staff recommends installation of a "Tow Away – No Parking Zone" from 6:00 AM to 2:00 PM on Saturdays from April through October" for the Farmers' Market. The existing signs will need to be replaced with the proposed signage as shown in Exhibit A.

The Police Department has reviewed the proposed signage and concurs with the recommendation. TCCA will provide the necessary signs and City crews will perform the installation of the signage.

FISCAL IMPACT

Signs will be provided by the TCCA and Public Works crews will perform the installation of signs. There will be no impact to the City's General Fund.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, authorize "Tow Away – No Parking – 6:00 AM to 2:00 PM on Saturday – April through October" and continue allowing the existing "2 Hour parking" and "30 Minutes Parking" from 9:00 AM – 6:00 PM except Sundays on Tenth Street from Central Avenue to B Street.

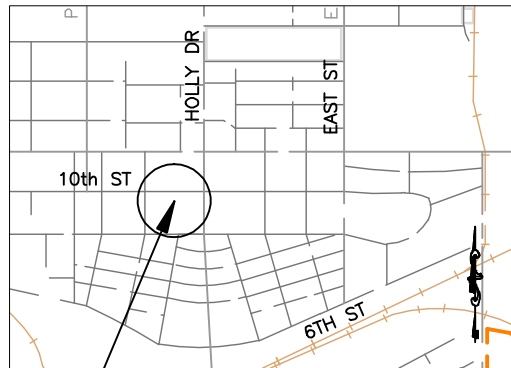
Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer  
Andrew Malik, Development Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

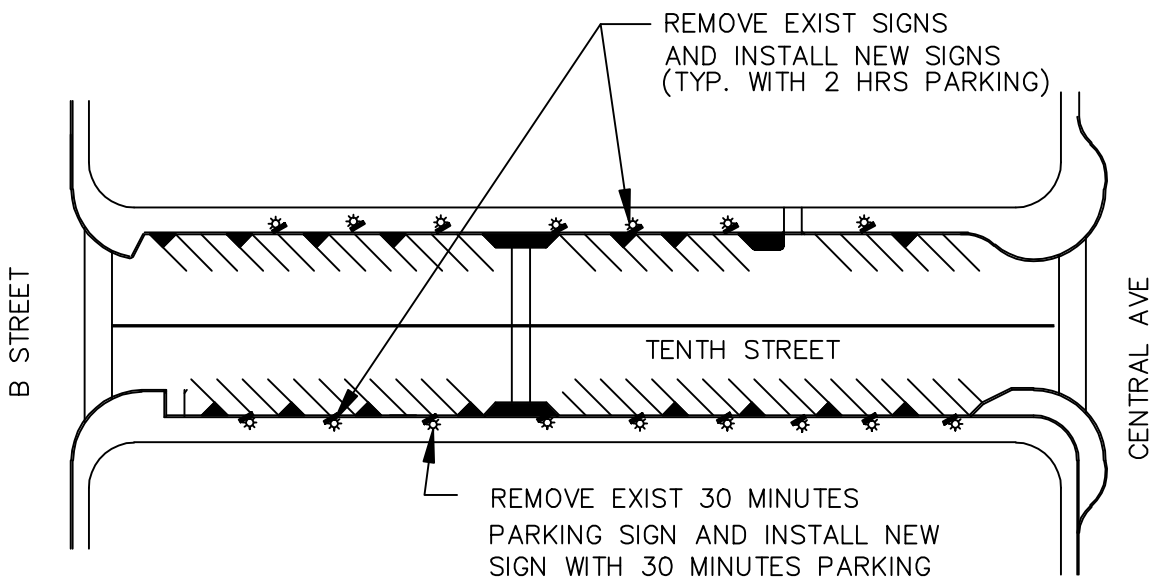
Approved by: Troy Brown, City Manager

ATTACHMENTS

Exhibit A – Signage



PROJECT LOCATION



PROPOSED SIGN WITH 2 HOUR PARKING



PROPOSED SIGN WITH 30 HOUR PARKING



NOT TO SCALE

PARKING RESTRICTIONS  
TENTH STREET

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED

SHEET 1  
OF 1 SHEETS

CITY OF TRACY

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



RESOLUTION 2016-\_\_\_\_\_

AUTHORIZING ESTABLISHMENT OF PARKING RESTRICTIONS ON TENTH STREET  
BETWEEN CENTRAL AVENUE AND B STREET

WHEREAS, The Development Services Department has received a request from Tracy City Center Association (TCCA) for the installation of no a parking/tow-away zone on Tenth Street between Central Avenue and B Street to accommodate the needs of the Farmers' Market from 6:00 a.m. to 2:00 p.m. on Saturdays from April through October, and

WHEREAS, The Farmers' Market is held every Saturday from April through October in this area, and

WHEREAS, There are times when vehicles are found parked on Saturday mornings during the Farmers' Market setup that hinders and delays the installation of equipment/stalls, and

WHEREAS, California Vehicle Code Section 22507 (a) and Tracy Municipal Code Section 3.08.520 requires City Council authorization to establish parking restrictions on city streets, and

WHEREAS, The Police Department has reviewed the proposed signage and concurs with the recommendation, and

WHEREAS, TCCA will provide the necessary signs and City crews will perform installation of the signage;

NOW, THEREFORE, BE IT RESOLVED, That City Council authorizes establishment of the following additional parking restrictions on Tenth Street between Central Avenue and B Street: Tow-Away, No Parking from 6:00 AM – 2:00 PM on Saturdays, April thru October.

\*\*\*\*\*

The foregoing Resolution 2016-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 3<sup>rd</sup> day of May, 2016, by the following vote:

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 1.I

REQUEST

**APPROVAL OF REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND VARIOUS PROPERTY OWNERS FOR THE RECONSTRUCTION AND WIDENING OF MACARTHUR DRIVE BETWEEN SCHULTE ROAD AND VALPICO ROAD, CIP 73126, FEDERAL PROJECT NO. STPL-5192 (033)**

EXECUTIVE SUMMARY

These agreements are for the purchase of real property, including temporary construction easements, by the City of Tracy for the widening and reconstruction of MacArthur Drive between Schulte Road and Valpico Road.

DISCUSSION

The widening of MacArthur Drive from Schulte Road to Valipco Road is an approved Capital Improvement Project (CIP 73126) with an estimated cost of \$5,638,900. The project is partly funded from Infill and Industrial Area Specific Plan development impact fees. The majority of the remaining funds are anticipated from Federal grants.

Widening and reconstruction of the road requires the procurement of rights-of-way from adjacent property owners (i.e. total of sixteen parcels). Associated Right of Way Services, Inc of Pleasant Hill, California, was hired by the City to provide acquisition services for the subject project.

City staff in coordination with the City consultant (i.e. Associated Right of Way Services Inc.) has negotiated purchase agreements with the following seven property owners:

<u>Property Owner</u>	<u>Purchase Amount</u>
1. Lawrence C. and Wanda, Gentry	\$43,000.00
2. Shawn C. and Tiffany L. Otsuki, Trustees	\$27,600.00
3. Anita M. Stopka, Trustee	\$37,000.00
4. Aziz Hotaki	\$10,000.00
5. Edmond L. and Gwendolyn S. White	\$10,000.00
6. Todd and Cassi, Aarvig / John and Stephanie, Palmer	\$90,000.00
7. David Allen and Joyce Elane, Weaver	\$148,000.00

By negotiating these agreements, the City will save the cost of holding the legally required appeal hearing, the subsequent attorney's fees, and the potential of having to pay even more than the amount agreed upon to settle all remaining disputes.

City staff is working with the Owners of the remaining parcels to secure required rights-of-way and bring them to the City Council for approval at a future time.

Staff recommends City Council approve the purchase agreements. Copies of the purchase agreements are on file in the Office of the City Clerk.

STRATEGIC PLAN

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

FISCAL IMPACT

Budgeted; \$365,600; Fund 352 Right of Way

RECOMENDATION

That City Council, by resolution, approves the real property purchase agreements, and authorizes the Mayor to execute the agreements.

Prepared by: Zabih Zaca, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer  
Andrew Malik, Development Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016- \_\_\_\_\_

APPROVING REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND VARIOUS PROPERTY OWNERS FOR THE RECONSTRUCTION AND WIDENING OF MACARTHUR DRIVE BETWEEN SCHULTE ROAD AND VALPICO ROAD - CIP 73126, AND FEDERAL PROJECT NO. STPL-5192(033)

WHEREAS, The reconstruction and widening of MacArthur Drive between Schulte Road and Valpico Road is an approved Capital Improvement Project, and

WHEREAS, The reconstruction and widening of MacArthur Drive require to secure right of ways from adjacent properties, and

WHEREAS, The City Consultant, Associated right of Way services; Inc. of Pleasant Hill, California, in coordination with the City staff are negotiating with the property owners to secure right of ways from sixteen properties, and

WHEREAS, The City has negotiated purchase agreements with the following seven property owners:

- |  |              |
|--|--------------|
| 1. Lawrence C. and Wanda, Gentry                       | \$43,000.00  |
| 2. Shawn C. and Tiffany L. Otsuki, Trustees            | \$27,600.00  |
| 3. Anita M. Stopka, Trustee                            | \$37,000.00  |
| 4. Aziz Hotaki   | \$10,000.00  |
| 5. Edmond L. and Gwendolyn S. White                    | \$10,000.00  |
| 6. Todd and Cassi, Aarvig / John and Stephanie, Palmer | \$90,000.00  |
| 7. David Allen and Joyce Elane, Weaver                 | \$148,000.00 |

("purchase agreements"), and

WHEREAS, The cost of securing right of way will be charged to the said Capital Improvement Project;

NOW, THEREFORE BE IT RESOLVED, That City Council approves the purchase agreements.

\* \* \* \* \*

The foregoing Resolution 2016-\_\_\_\_\_ was adopted by the Tracy City Council on the 3<sup>rd</sup> day of May, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 3

REQUEST

**PUBLIC HEARING TO CONSIDER A PRELIMINARY AND FINAL DEVELOPMENT PLAN APPLICATION FOR THE ADDITION OF A 1.21 ACRE (52,700 SQ. FT.) AUTO INVENTORY PARKING LOT, INCLUDING LANDSCAPE AND STORMWATER IMPROVEMENTS, ON THE WEST SIDE OF TRACY MAZDA, ASSESSOR'S PARCEL NUMBER 212-270-23, LOCATED IN THE TRACY AUTO PLAZA. APPLICANT IS SIMILE CONSTRUCTION SERVICES AND PROPERTY OWNER IS TAZ AND MILENA HARVEY; APPLICATION NUMBER D15-0022**

EXECUTIVE SUMMARY

This agenda item is a proposed development plan for a new 138 vehicle inventory lot associated with the Tracy Mazda sales facility on a vacant lot immediately west of the Mazda dealership, located within the Tracy Auto Plaza.

DISCUSSION

Project Description and Location

The proposed project involves the expansion of the Tracy Mazda facility to include a new inventory lot that provides for 138 new inventory parking spaces. The new parking lot will also include landscaping consisting of a combination of trees and shrubs, a bio-retention area, new irrigation for the plantings and new LED light fixtures.

The project location is within the I-205 Corridor Specific Plan area. The site is zoned Planned Unit Development (PUD), is designated Commercial by the General Plan, and is designated Service Commercial (SC) by the I-205 Corridor Plan, within which vehicle services are conditionally permitted, except for those areas located within the "Auto Plaza," where such uses would be permitted. In accordance with Tracy Municipal Code, the Planning Commission shall review such uses and the Planning Commission and the City Council shall review all Planned Unit Development Preliminary and Final Development Plans (PDP/FDP).

The proposed development will consist of 138 new inventory parking spaces to be located on the western third (1.21 acres) of an approximately 3.19 acre site. The eastern portion of the site is already currently developed with the Tracy Mazda auto dealership. The applicant is seeking to expand the facility by adding additional inventory parking to the existing dealership. The proposal would result in 138 new parking spaces and associated landscaping, lighting and drainage improvements.

Circulation, Lighting, Parking, and Landscaping Analysis

The proposed project meets the City's Design Goals and Standards for commercial development, with the exception that the City's Design Goals and Standards call for parking areas to be de-emphasized by placing parking to the rear of well-designed buildings. The proposal is to add an inventory lot to the existing Tracy Mazda auto

dealership. The project will incorporate both lighting and landscaping improvements consistent with the neighboring uses (auto dealerships).

The proposed parking lot is to incorporate a variety of tree species, both 15-gallon and 24-inch box size trees. However, it should be noted that the City's Design Goals and Standards call for a minimum 24-inch box trees to be planted. Since the trees are to serve as both for ornamental and screening between the subject property and the neighboring property to the west, the larger 24-inch box size trees are more appropriate for the site. The applicant is aware of this requirement and is in agreement with the standard, and as such will be reflected in the final construction drawings for the facility. Recommended Condition of Approval Number B.6 (Exhibit 1 to the proposed Resolution) requires all newly planted trees to be 24-inch box size. The site is also to be developed with drainage improvements in the front third of the lot, and a bio-retention area along the western side of the property. A total of three free-standing light standards in the center of the site are also proposed to provide illumination for security lighting for the inventory to be placed on the site.

#### Planning Commission's Recommendation

Planning Commission held a public hearing on March 23, 2016, to review and consider the applicant's proposed PDP/FDP. The Commission raised comments/concerns relative to land use compatibility between the proposed development and the adjacent residential development recently approved (Aspire II Apartments). However, the Planning Commission concluded that the installation of landscaping as proposed would create a buffer between the two developments and should adequately address this concern. Planning Commission unanimously voted in favor of recommending City Council approval of the PDP/FDP.

#### Environmental Impact

The proposed project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15332, which pertains to certain in-fill development projects. Because the project is consistent with the General Plan and Zoning, occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, has no value as habitat for endangered, rare or threatened species, would not result in any significant effects relating to traffic, noise, air quality, or water quality, and can be adequately served by all required utilities and public services, no further environmental assessment is necessary. Furthermore, the project is consistent with the I-205 Corridor Specific Plan Environmental Impact Report certified on August 21, 1990.

#### FISCAL IMPACT

This agenda item will not require any expenditure of funds. The staff time spent processing the application was funded by the receipt of the required application processing fees.

STRATEGIC PLAN

This agenda item supports the Economic Development Strategic Plan, related to retail recruitment. Approval of the project will allow a new business to establish in Tracy and provide a desirable service to local consumers.

RECOMMENDATION

Staff and the Planning Commission recommend the City Council approve the PDP/FDP for the establishment of a 138 space inventory lot in association with the existing Tracy Mazda auto dealership, Application Number D15-0022, subject to the conditions contained in the City Council Resolution dated May 3, 2016.

Prepared by: Nash Gonzalez, Contract Planner

Reviewed by: Bill Dean, Assistant Development Services Director  
Andrew Malik, Development Services Department Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Vicinity Map, Site, Landscape, Civil Plans



# TRACY MAZDA PARKING LOT EXPANSION PROJECT

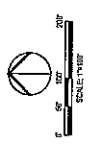
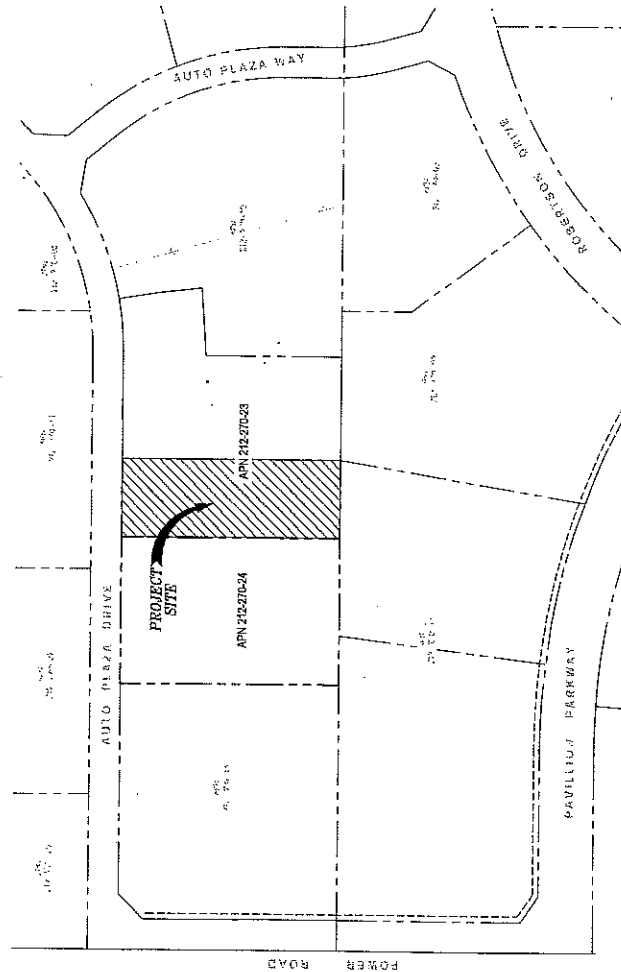
**SIEGFRIED**  
3244 Bluebirds Blvd  
Suite 100  
Tracy, CA 95376-8219  
Tel: 920.943.2021  
www.siegfriedeng.com

W CIVIL ENGINEERING  
R STRUCTURAL ENGINEERING  
S LARSEN (CIVIL)  
R ARCHITECTURE

REGIONS  
No. Date Descriptions

**INDEX OF SHEETS:**

Sheet Number	Sheet Title
C01	CONTRACT SHEET
C02	GENERAL CONDITIONS AND SPECIFICATIONS PLAN
C03	PAVING AND UTILITIES PLAN
C04	CONCRETE AND UTILITY PLAN
C05	DETAIL SHEET I
C06	DETAIL SHEET II
C07	DETAIL SHEET III
C08	DETAIL SHEET IV
C09	DETAIL SHEET V
C10	DETAIL SHEET VI
C11	DETAIL SHEET VII
C12	DETAIL SHEET VIII
C13	DETAIL SHEET IX
C14	DETAIL SHEET X
C15	DETAIL SHEET XI
C16	DETAIL SHEET XII
C17	DETAIL SHEET XIII
C18	DETAIL SHEET XIV
C19	DETAIL SHEET XV
C20	DETAIL SHEET XVI



**RECEIVED**  
**NOV 18 2015**  
**CITY OF TRACY**

**ABBREVIATIONS:**

AC	ASPHALT CONCRETE
AD	ADDITIONAL DIMENSIONS
APN	ASSIGNMENT OF PORTFOLIO NUMBER
APZ	APPLICANT'S PROPOSED ZONING
AS	ASPHALT SURFACE
BL	BLANKET
BR	BRICK
CC	CENTRAL CITY
CD	CURB
CE	CONCRETE
CF	CORNER FINISH
CG	CONCRETE GRANITE
CH	CHERRYWOOD
CI	CONCRETE INTERLOCK
CK	CONCRETE KERFLITE
CL	CONCRETE LANTIER
CM	CONCRETE MARBLE
CS	CONCRETE SLATE
CT	CONCRETE TRAP
CU	CONCRETE UNIT
CV	CONCRETE VALANCE
CW	CONCRETE WALL
DX	CONCRETE EXTENSION
E	ELECTRIC
EI	ELECTRIC INTERFERE
EJ	ELECTRIC JUNCTION
EN	ELECTRIC NETWORK
EP	ELECTRIC PANEL
ER	ELECTRIC RIG
ES	ELECTRIC SIGN
EV	ELECTRIC VALVE
F	FINISH
FL	FLOORING
FV	FLUORESCENT VALVE
FX	FINISH EXTENSION
G	GRASS
GR	GRASS/CONCRETE
GS	GRASS/SURFACE
GT	GRASS/TERRAZZO
H	HANDICAPED
IL	INTERLOCK
IS	INTERLOCK SURFACE
J	JUNCTION
KL	KERFLITE
L	LANDSCAPE
LA	LANDSCAPE ARCHITECTURE
LC	LANDSCAPE CONSTRUCTION
LD	LANDSCAPE DETAIL
LE	LANDSCAPE ELEMENT
LF	LANDSCAPE FINISH
LG	LANDSCAPE GRASS
LH	LANDSCAPE HEDGING
LI	LANDSCAPE INTERFERE
LJ	LANDSCAPE JUNCTION
LK	LANDSCAPE KERFLITE
LL	LANDSCAPE LANTIER
LM	LANDSCAPE MARBLE
LN	LANDSCAPE NETWORK
LO	LANDSCAPE OFFICE
LP	LANDSCAPE PAVING
LS	LANDSCAPE SIGN
LV	LANDSCAPE VALVE
LW	LANDSCAPE WALL
LX	LANDSCAPE EXTENSION
LY	LANDSCAPE YARD

**PROJECT CONTACTS**

**APPLICANT**  
TRACY MAZDA DRIVE  
10000 TRACY MAZDA DRIVE  
TRACY, CA 95376

**CIVIL ENGINEER**  
3244 BLUEBIRDS BLVD SUITE 100  
TRACY, CA 95376  
PH: 920.943.2021  
WWW.SIEGFRIEDENG.COM  
EMAIL: info@siegfriedeng.com

**LANDSCAPE ARCHITECT**  
SIEGFRIED  
3244 BLUEBIRDS BLVD SUITE 100  
TRACY, CA 95376  
PH: 920.943.2021  
WWW.SIEGFRIEDENG.COM  
EMAIL: info@siegfriedeng.com

**CONTRACTOR**  
SIMILE CONSTRUCTION SERVICE  
1515 N. HWY 99 SUITE 1  
ARROWHEAD, CA 95521  
CONTRACT WORK DEPARTMENT  
PH: 707.836.4111  
FAX: 707.836.4112  
EMAIL: info@simileconstruction.com



**NOTES:**  
1. ALL CONTRACTING SHALL BE DONE AFTER 10:00 AM AND BEFORE 5:00 PM LOCAL TIME.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES INFORMATION FROM THE CITY OF TRACY.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION FROM THE CITY OF TRACY.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION FROM THE CITY OF TRACY.

**COVER SHEET**

SHEET TITLE  
PROJECT  
TRACY AUTO PLAZA DR.  
TRACY, CA 95376

Prep By	AW
Drawn By	CH
Scale	1/2" = 10'
Date	10/18/15
Job No.	1500
Sheet No.	001
Total Sheets	20

**CO.1**



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 San Diego, California 92123  
 Fax: 619-544-4714  
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- 1. CIVIL
- 2. STRUCTURAL
- 3. MECHANICAL/ELECTRICAL/PLUMBING
- 4. LANDSCAPE ARCHITECTURE
- 5. LAND SURVEYING
- 6. LANDSCAPE ARCHITECTURE

REVISIONS  
 No. Date Description

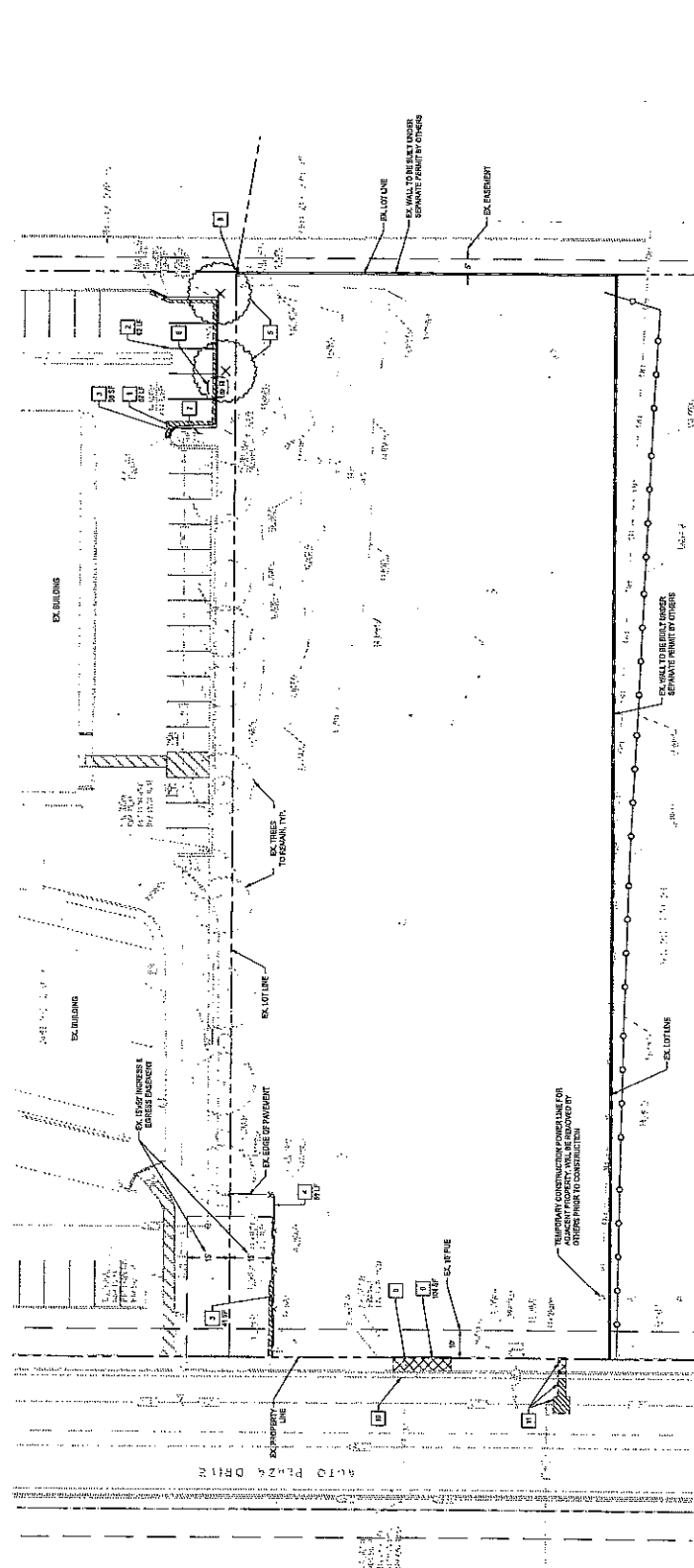
PROJECT  
**TRACY MAZDA  
 PARKING LOT  
 EXPANSION  
 PLAN**

2880 AUTO PLAZA DR  
 TRACY, CA 95334



SHEET TITLE  
**EXISTING  
 CONDITIONS AND  
 DEMOLITION PLAN**

DATE: 05/15  
 SHEET: C1.0

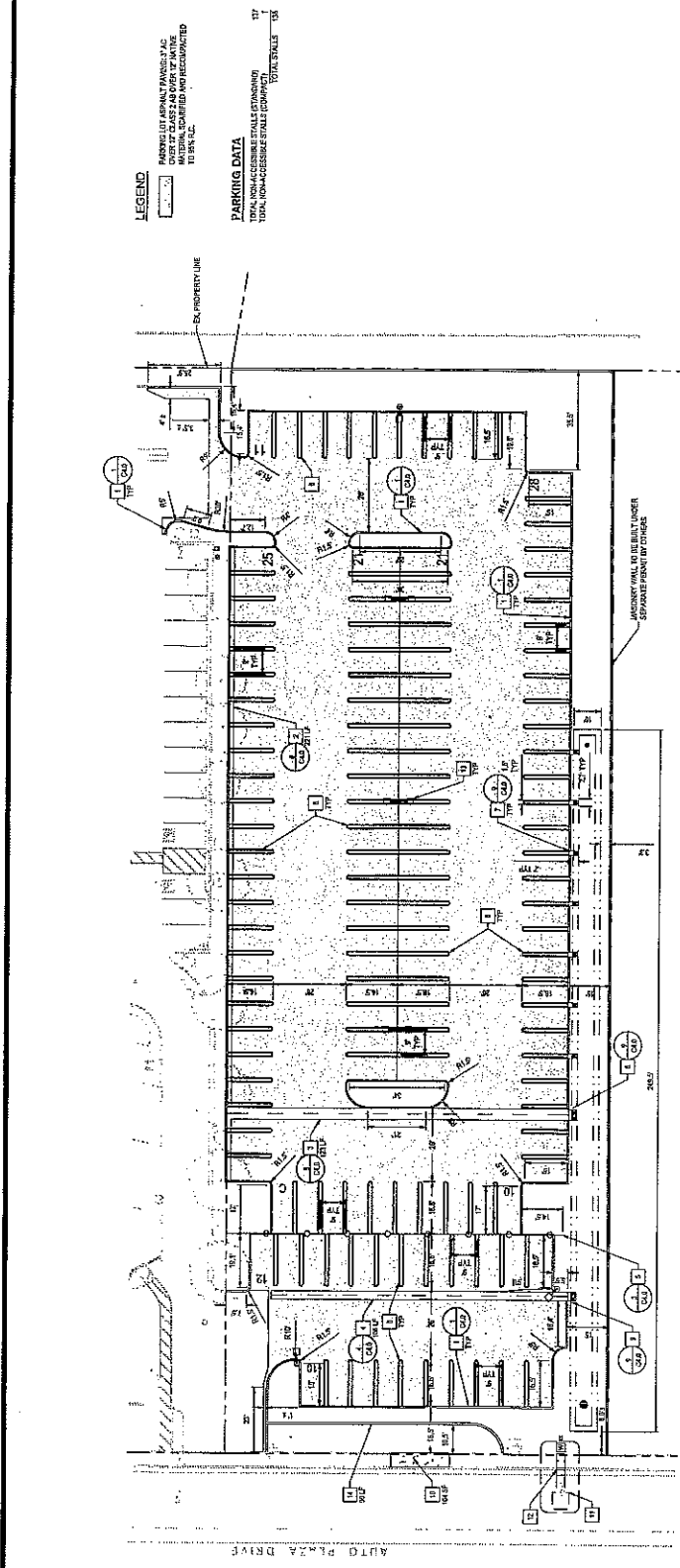
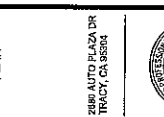


- LEGEND**
- [Hatched Box] EXISTING CONCRETE DEMOLITION TO BE DEMOLISHED AND REMOVED FROM THE SITE BY CONTRACTOR
  - [Hatched Box] EXISTING PAVEMENT DEMOLITION TO BE DEMOLISHED AND REMOVED FROM THE SITE BY CONTRACTOR
  - [Circle with X] REMOVE AND RELOCATE TREE AND ROOTS
- NOTES:**
1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PROPERLY MAINTAINING ALL NECESSARY PERMITS AND APPROVALS INCLUDING PERMITS, CONCRETE CURB AND GUTTER, STORM DRAINAGE MATERIALS AND ELECTRICAL MATERIALS.
  2. CONTRACTOR RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND ADJACENT PROPERTIES. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM PRIOR TO CONSTRUCTION.
  3. BEFORE GRADING, THE CONTRACTOR SHALL CLEAR AND GRUB AREAS TO BE DEMOLISHED.

- KEY NOTES**
1. REMOVE EXISTING CURB.
  2. REMOVE EXISTING SIDEWALK.
  3. SAWCUT AND REMOVE EXISTING ASPHALT DRIVEWAY.
  4. REMOVE EXISTING WALKWAY.
  5. REMOVE EXISTING TREE AND ROOTS.
  6. REMOVE AND RELOCATE EXISTING TREE AND ROOTS TO THE EXISTING SIDEWALK AND DRIVEWAY.
  7. PROTECT EXISTING UTILITY FEATURES IN PLACE.
  8. PROTECT EXISTING SIDEWALK AND DRIVEWAY IN PLACE. IF NECESSARY, CONTRACTOR TO REPAIR AND RESEAL EXISTING SIDEWALK AND DRIVEWAY PRIOR TO CONSTRUCTION.
  9. REMOVE EXISTING SIDEWALK SAWCUT FROM NEAREST CONSTRUCTION POINT.
  10. PROTECT EXISTING SIDEWALK AND DRIVEWAY FROM DAMAGE AND REMOVAL OF CURB AND GUTTER.
  11. MAINTAIN ALL UTILITIES AND ADJACENT PROPERTIES.



THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



**LEGEND**  
 PARKING LOT SPACING: 10 FT  
 MAXIMUM SPACING: 10 FT  
 MINIMUM SPACING: 10 FT  
 TOTAL SPACING: 10 FT

**PARKING DATA**  
 TOTAL SPACES: 100  
 TOTAL SPACES: 100

**KEY NOTES**

1. INSTALL NEW VERTICAL CURB.
2. INSTALL NEW VERTICAL CURB AND OUTER.
3. INSTALL NEW VERTICAL CURB.
4. INSTALL NEW VERTICAL CURB.
5. INSTALL NEW VERTICAL CURB.
6. INSTALL NEW PARKING ISLAND STRIPING PER CALL SPACINGS.
7. VERTICAL CURB @ CURB CUT OUT AT VALLEY CUTTING WITH CURB CUT OUT EVERY 10 FT. CURB CUT OUTS SHALL BE 2 FT. HIGH.
8. INSTALL A WIDE CURB CUT AT VALLEY CUTTING.
9. INSTALL 3" FINE CURB CUT AT VALLEY CUTTING.
10. INSTALL NEW SUBGRADE AFTER NEW VERTICAL CURB AND OUTER IS CONNECTED TO EXISTING PAVEMENT. SEE DETAIL 12 ON SHEET C-1.
11. INSTALL NEW SUBGRADE AS SHOWN TO CONFORM TO 15' MINIMUM LINE CONNECTION PER C.A.S.D. DETAIL 11 ON SHEET C-1 AND EXISTING GRADINGS.
12. ALL NEW PAVEMENT SHALL BE CONFORM TO C.A.S.D. DETAIL 10A & 10B ON SHEET C-1 AND EXISTING GRADINGS.
13. ALL LIGHTS FOR REFERENCED ONLY. SEE ELECTRICAL PLAN FOR DETAILS.
14. INSTALL MOUNT STRAP. SEE JANDIG COMPANY FOR DETAILS.

NOTE: DIMENSIONS TO VERTICAL CURBS ARE TO FACE OF CURB



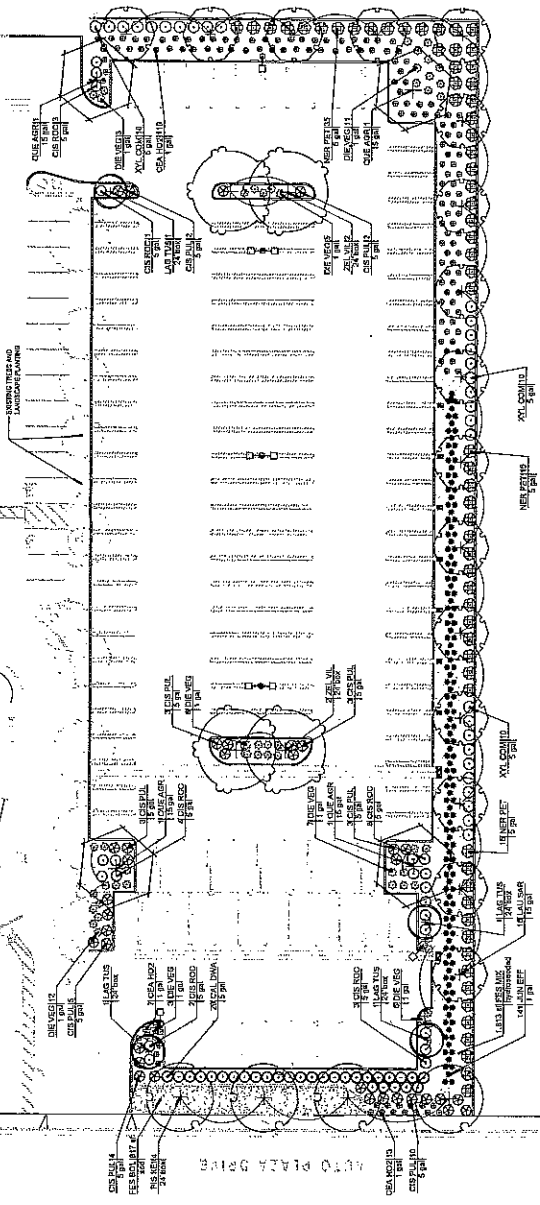
NOTES:  
 1. ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.  
 2. THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING IN THE FIELD TO MAINTAIN THE EXISTING UTILITIES.  
 3. THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING IN THE FIELD TO MAINTAIN THE EXISTING UTILITIES.  
 4. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.





**PLANT LEGEND**

SYMBOL	PLANT NAME	PLANT SIZE	PLANT TYPE	PLANT QUANTITY	PLANT NOTES
(Symbol)	CELESTINE	12" x 18"	Shrub	4	20' from building
(Symbol)	LAUREL	12" x 18"	Shrub	10	20' from building
(Symbol)	PRUNELLA	12" x 18"	Shrub	4	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	4	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	20	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	100	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	21	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	35	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	55	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	141	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	85	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	30	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	8714	20' from building
(Symbol)	CELESTINE	12" x 18"	Shrub	1914	20' from building



NOTES:  
 1. ALL PLANTING SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF TRACY STANDARDS.  
 2. SEE DETAILS SHEETS FOR CITY STANDARDS NOTE.  
 3. ALL PLANTING SHALL BE PROTECTED FROM EXCESSIVE WIND, DRAIN, FROST, PHYSICAL DAMAGE AND TRAFFIC DAMAGE.  
 4. ALL PLANTING SHALL BE PROTECTED FROM EXCESSIVE WIND, DRAIN, FROST, PHYSICAL DAMAGE AND TRAFFIC DAMAGE.  
 5. SOIL PREPARATION: ALL PLANTING AREAS SHALL BE ROTOTILLED TO A DEPTH OF 6" INCORPORATING ALL SOIL. SOIL SHALL BE AMENDED WITH COMPOST TO BRING TO A MINIMUM OF 1% ORGANIC MATTER. EXCEPT WHERE SHOWN.  
 6. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR POSITIVE SURFACE DRAINAGE AT 2% MINIMUM IN PLANTING AREAS.  
 7. FINISH GRADE OF PLANTED AREAS TO BE TWO INCHES BELOW FINISH AND ONE INCH BELOW FINISH FOR 500 AREAS. WATER SOIL THROUGHOUT BEFORE PLANTING. ALL PLANTS SHALL BE SET AT SUCH A LEVEL THAT AFTER ONE YEAR THE PLANTS WILL BE AT FINISH GRADE AS THEY GROW TO THE SOIL LINE GRADE IN THE CORNER, UNLESS OTHERWISE NOTED.  
 8. AFTER PLANTING, BURNING AND ALL THE APPROXIMATE DIMENSIONS OF PLANTS AT THE BEGINNING OF THE CONTRACT SHALL BE MAINTAINED THROUGHOUT THE PROJECT FOR A PERIOD OF 90 CALENDAR DAYS. THE BEGINNING OF THE CONTRACT SHALL BE THE DATE THE CONTRACTOR SHALL BE APPROVED BY THE CITY OF TRACY AND CITY APPROVAL OF PUNCH LIST ITEMS.  
 9. TREES PLANTED SHALL BE STAKED PER CITY OF TRACY STANDARDS.  
 10. TREES PLANTED SHALL BE STAKED PER CITY OF TRACY STANDARDS.  
 11. CONTRACTOR SHALL MAINTAIN THE PROJECT FOR A PERIOD OF 90 CALENDAR DAYS. THE BEGINNING OF THE CONTRACT SHALL BE THE DATE THE CONTRACTOR SHALL BE APPROVED BY THE CITY OF TRACY AND CITY APPROVAL OF PUNCH LIST ITEMS.  
 12. NO TREES SHALL BE PLANTED WITHIN FIVE FEET (5') OF UNDERGROUND WATER MAINS.

WATER EFFICIENCY NOTE:  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WATER EFFICIENT LANDSCAPE IRRIGATION (WELLS, WATER PUMP, SPECIES AND SMART CONTROLS) TO BE INSTALLED. THE SMART IRRIGATION CONTROLLER CAPABILITIES ARE:  
 - WEATHER-BASED CONTROL  
 - PLANT ZONE SET  
 - PLANT ZONE SET CALCULATIONS AUTOMATIC SCHEDULING  
 - WATER LOGGING CAPABILITIES

**GENERAL PLANTING NOTES**

- ALL PLANTING SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF TRACY STANDARDS.
- SEE DETAILS SHEETS FOR CITY STANDARDS NOTE.
- ALL PLANTING SHALL BE PROTECTED FROM EXCESSIVE WIND, DRAIN, FROST, PHYSICAL DAMAGE AND TRAFFIC DAMAGE.
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 - WEATHER-BASED CONTROL  
 - PLANT ZONE SET  
 - PLANT ZONE SET CALCULATIONS AUTOMATIC SCHEDULING  
 - WATER LOGGING CAPABILITIES



RESOLUTION 2016-\_\_\_\_\_

APPROVING A PRELIMINARY AND FINAL DEVELOPMENT PLAN APPLICATION FOR THE ADDITION OF A 1.21 ACRE (52,700 SQ. FT.) AUTO INVENTORY PARKING LOT, INCLUDING LANDSCAPE AND STORMWATER IMPROVEMENTS ON THE WEST SIDE OF TRACY MAZDA, ASSESSOR'S PARCEL NUMBER 212-270-23 LOCATED IN THE TRACY AUTO PLAZA, APPLICANT IS SIMILE CONSTRUCTION SERVICES AND PROPERTY OWNER IS TAZ AND MILENA HARVEY. APPLICATION NUMBER D15-0022

WHEREAS, The City Council adopted the I-205 Corridor Specific Plan and certified its Environmental Impact Report on August 21, 1990, and,

WHEREAS, Simile Construction Services, on behalf of Taz and Milena Harvey, submitted an application for a Preliminary and Final Development Plan and Development Review to permit the addition of a 1.21 acre (52,700 sq. ft. site within the Tracy Auto Plaza on November 18, 2015, and

WHEREAS, The subject property is zoned Planned Unit Development and is located within the I-205 Corridor Specific Plan area, and

WHEREAS, In accordance with Tracy Municipal Code Section 10.08.1830, the Planning Commission and the City Council shall review and approve all Planned Unit Development Preliminary and Final Development Plan applications, and the Planning Commission shall review and approve all Development Review applications, and

WHEREAS, The project is categorically exempt from the California Environmental Quality Act requirements under Guidelines Section 15332 pertaining to in-fill development projects, and

WHEREAS, The Planning Commission conducted a public hearing to review and consider the applications on March 23, 2016, and recommended approval of the Preliminary and Final Development Plan, and

WHEREAS, The City Council conducted a public hearing to review and consider the project on May 3, 2016;

NOW, THEREFORE BE IT RESOLVED, That the City Council hereby approves the Preliminary Development Plan and Final Development Plan for the establishment of a 1.21 acre (52,700 sq. ft.) auto inventory lot, including associated stormwater, lighting and landscaping improvements on the west side of the existing Tracy Mazda auto dealership, located within the Tracy Auto Plaza, subject to conditions stated in Exhibit "1," attached and made part hereof.

\*\*\*\*\*

The foregoing Resolution 2016-\_\_\_\_\_ was adopted by the City Council on the 3<sup>rd</sup> day of May, 2016, by the following vote:

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

**Tracy Mazda Inventory Lot Conditions of Approval**  
**Application Number D15-0022**  
**City Council**  
**May 3, 2016**

These Conditions of Approval shall apply to the real property described as the Tracy Mazda Inventory Lot Project; proposed addition of a 1.21 acre (52,700 sq. ft.) auto inventory lot, including landscape and stormwater improvements on the west side of Tracy Mazda located on the south side of Auto Plaza Drive, west of its intersection with Auto Plaza Way, Assessor's Parcel Number 212-270-23; Application Number D15-0022.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".
2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
3. "City Regulations" means all written laws, rules and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).
4. "Conditions of Approval" shall mean the conditions of approval applicable to the Aspire II Apartments Project, proposed 47 multi-family residential units on approximately 2.28 acres located on the south side of Auto Plaza Drive, west of its intersection with Auto Plaza Way, Assessor's Parcel Number 212-270-24, Application Number D15-003. The Conditions of Approval shall specifically include all Development Services Department conditions, including Planning Division and Engineering Division conditions set forth herein.
5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
6. "Project" means the real property consisting of approximately 1.21 acres located on the south side of Auto Plaza Drive, west of its intersection with Auto Plaza Way, Assessor's Parcel Number 212-270-23, Application Number D15-0022.
7. "Property" means the real property generally located on the south side of Auto Plaza Drive, west of its intersection with Auto Plaza Way, Assessor's Parcel Number 212-270-23.
8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors in interest.

B. General Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").
2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.
3. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.
4. Except as otherwise modified herein, all construction shall be consistent with the plans received by the Development Services Department on November 18, 2015.
5. Prior to the issuance of a building permit, the Developer shall prepare a detailed landscape and irrigation plan for all landscape areas (e.g. back yards, front yards, and public right of way) consistent with City standards and shall show compliance with the State's (Department of Water Resources) model Water Efficient Landscape Ordinance and mandatory CalGreen Building Standards for Non-Residential Properties through submittal and approval of the required Landscape Package, which includes project information, a water efficient landscape worksheet, a soil management report and Landscape, Irrigation, Drainage and Grading Plans, to the satisfaction of the Utilities Director or his/her designee.
6. The landscape plan referenced in Condition of Approval Number 5, above, shall provide for all newly planted trees to be 24-inch boxed size at planting with a minimum branching height of 5 years after installation of 10 feet above roadway or planters and 6 feet at pedestrian areas. Shrubs shall be a minimum size of 5 gallons and ground cover may be planted at 1 - gallon size minimum with a required spacing of 12 inches on center. Trees along the western boundary of the site may be accent trees utilizing a smaller diameter canopy. Applicant shall also coordinate with the neighboring development (Aspire II Apartments) to the west so that landscaping on both sides of the property line can be adequately coordinated resulting in tree canopies along the property line to be staggered so as to provide sufficient buffering between the two land uses.
7. Where landscape planters are parallel and adjacent to vehicular parking spaces, the planter areas shall incorporate a 12-inch wide concrete curb along their perimeter that is adjacent to the parking space in order to allow access to vehicles without stepping into landscape planters.



8. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or \$2.50 per square foot of on-site landscape area.
9. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way, and onto adjacent private property to the satisfaction of the Development Services Director. The developer shall include a photometric diagram with the application for building permit that illustrates that lighting is maintained on-site.
10. Prior to the issuance of a building permit, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.
11. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.
12. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.
13. Prior to the issuance of a grading permit, the developer shall provide proof of compliance with the Construction General Permit through a Waste Discharge ID number and/or Notice of Intent submittal; and provide proof of compliance with the City of Tracy Multi-Agency Post-Construction Stormwater Standards (manual), which includes requirements for Site Design, Source and Treatment Control Measures, in a project Stormwater Quality Control Plan (SWQCP), to the satisfaction of the Utilities Director of his/her designee. Prior to issuance of a building permit, the Developer shall provide proof of compliance with CalGreen Building Standards for Non-Residential Properties, to the satisfaction of the Utilities Director or his/her designee. Prior to building permit final inspection, a Storm Water Treatment Device Access and Maintenance Agreement must be approved and notarized between the Developer and the City, to the satisfaction of the Utilities Director or his/her designee.
14. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.
15. Prior to issuance of a building permit, the site plan will need to illustrate compliance with accessibility requirements to the satisfaction of the Building Official.

16. All exterior building colors shall be consistent with City standards and obtain approval by the Development Services Director prior to issuance of a building permit for the project.

### C. Engineering Division Conditions of Approval

#### C.1. Grading Permit

The City will not accept grading permit application for the Project as complete until the Developer has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.1.1 Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.
- C.1.2 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.1.3 Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).
  - C.1.3.1 After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Developer shall provide the City with a copy of the completed Notice of Termination.
  - C.1.3.2 The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Developer.
  - C.1.3.3 The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.
- C.1.4 Documentation or letter from the San Joaquin Valley Air Pollution Control District (SJVAPCD) stating that this Project meets their requirements related to dust control.

#### C.2. Encroachment Permit - No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.2.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical,

Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 19, 2015, per Resolution 2015-075.

C.2.3. Traffic Control Plan that is signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, , if necessary, to control traffic on Auto Plaza Drive, as determined by the City Engineer.

C.3. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

C.3.1. Grading and Storm Drainage Plans

Site Grading

- a) Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
- b) Grading for the site shall be designed such that the Project's storm water can overland release to a public street that has a functional storm drainage system with adequate capacity to drain storm water from the Project Site, in the event that the on-site storm drainage system fails or it is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

C.3.2. Storm Drainage

- a) The Developer shall design and install storm drain lines and connection to existing storm drains per City Regulations.

C.3.3. Water Distribution System

Domestic and Irrigation Water Services – The Developer shall design and install irrigation water service connection (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The irrigation water service connection(s) must be completed before the final inspection of the on-site parking improvements. The City shall maintain water lines from the water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

- C.3.4 Street Cut(s) - When street cuts are made for installation of utilities, the Developer is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.
- C.4. Building Permit - No building permit will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:
- C.4.1. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.
- C.4.2. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.
- C.4.3. The Project is within the boundaries of the I-205 Specific Plan Parcel GL-2B area. Payment of applicable development impact fees (a.k.a. capital in-lieu fees) as specified in the Project's Finance Plan and all fees as required in the 1-205 Infrastructure Cost Allocation Spreadsheet (recent version) and these Conditions of Approval.
- The Developer shall also pay to the City the Project's fair share of the cost of the Non-program Streets and Non-program Traffic Signals within the I-205 Specific Plan Area per the I-205 North Roadway Funding Study approved by the City, and as shown on the Project's Finance Plan.
- C.5 Temporary or Final Building Certificate of Occupancy - No temporary or final building certificate of occupancy will be issued by the City until after the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer that the Developer has satisfied all the requirements set forth in Condition C.1 through C.4, above.

AGENDA ITEM 4

REQUEST

**REPEALING CHAPTER 9.40, BLOCK NUMBERING PLAN, AND ADOPTING CHAPTER 9.40 STREET NAMES AND NUMBERING, OF THE TRACY MUNICIPAL CODE TO PROVIDE UPDATED REGULATIONS FOR STREET NAMING, RENAMING, AND ADDRESS NUMBERING**

EXECUTIVE SUMMARY

The current chapter of the Tracy Municipal code that governs street naming, renaming, and the addressing of properties does not adequately cover the needs of new development for the City. Staff proposes an update to this ordinance to provide uniform regulations for naming and renaming of public streets and to provide systematic addressing of all parcels and buildings within the City. In addition, staff has incorporated the City Council's 1987 policy of naming streets after those killed in the service of their country.

Staff is requesting Council approve an amendment to the Tracy Municipal Code by repealing Chapter 9.40, Block Numbering Plan, repealing Resolution 87-041 establishing a policy for naming of streets after those killed in service of the country, and adopting Chapter 9.40, Street Names and Addresses.

DISCUSSION

With the increase in development activity, staff receives frequent requests for naming new streets. There have also been recent developer generated requests for renaming existing streets. Chapter 9.40 of TMC, Block Numbering Plan, currently in place does not cover such requests.

Staff proposes an ordinance to provide uniform regulations for naming and renaming of public streets and to provide systematic addressing of all parcels and buildings within the City.

The objective of the new regulations is to provide unique street names and numbers to clearly identify specific dwellings and business properties. This is necessary for emergency service agencies, public and private entities, and the United States Postal Service.

In addition, staff has incorporated the City Council's 1987 policy of naming streets after those killed in the service of their country. The policy required new subdivisions with three or more streets to name at least one street after those killed in the service of their country. Therefore, staff recommends that council repeals the Resolution No. 87-041 and incorporates the policy in Chapter 9.40 providing one location for street naming related items in the Tracy Municipal Code.

Staff has circulated the proposed ordinance to the affected City departments, including the Police Department, Fire Department, and Building Division of Development Services Department. The proposed ordinance is set forth in Attachment A.

#### STRATEGIC PLAN

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

#### FISCAL IMPACT

Adoption of the ordinance should have a neutral fiscal impact. The changes to the ordinance provide uniform regulations that meet the current needs of the City.

#### RECOMMENDATION

Staff recommends that City Council amend Municipal Code by: a) Repealing Ordinance Chapter 9.40 - Block Numbering Plan and Council Resolution 87-041, b) Establishing a Policy to Name Streets After Tracy Residents Killed in the Service of Their Country, and c) adopt Chapter 9.40, Street Names and Numbering.

Prepared by: Ripon Bhatia, Senior Engineer

Reviewed by: Robert Armijo, City Engineer  
Andrew Malik, Development Services Director  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

#### ATTACHMENTS

Attachment A: Ordinance

ORDINANCE \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRACY REPEALING AND ADOPTING A NEW CHAPTER 9.40, STREET NAMES AND NUMBERING, OF THE TRACY MUNICIPAL CODE, AND REPEALING ORDINANCE 87-041 (ESTABLISHING A POLICY TO NAME STREETS AFTER TRACY RESIDENTS KILLED IN THE SERVICE OF THEIR COUNTRY)

WHEREAS, The City requires a consistent street naming and renaming policy, in addition to a block and address numbering plan, and

WHEREAS, The City wishes to incorporate the terms of Resolution No. 87-041, Establishing a Policy to Name Streets After Tracy Residents Killed in the Service of Their Country, into the new Chapter 9.40, and repeal that Resolution.

WHEREAS, Adoption of this ordinance is not subject to the California Environmental Quality Act because it is not a project which has the potential for causing a significant effect on the environment. (CEQA Guidelines, 14 Cal. Code of Regs. §15061(b)(3).)

The City Council of the City of Tracy does ordain as follows:

SECTION 1: Existing Chapter 9.40, Block Numbering Plan, of the Tracy Municipal Code is repealed.

SECTION 2: A new Chapter 9.40, Street names and numbering, is added to the Tracy Municipal Code to read as set forth in Exhibit A, attached.

SECTION 3: Resolution No. 87-041, Establishing a Policy to Name Streets After Tracy Residents Killed in the Service of Their Country, is incorporated in the proposed ordinance, and therefore repealed.

SECTION 4: This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

\* \* \* \* \*

Ordinance \_\_\_\_\_  
Page 2

The foregoing Ordinance \_\_\_\_\_ was introduced at a regular meeting of the Tracy City Council on May 3, 2016, and finally adopted on \_\_\_\_\_, 2016, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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



**Exhibit A to Ordinance No. \_\_\_\_\_**

**“Chapter 9.40, Street names and numbering**

Sections:

9.40.010	Purpose
9.40.020	Definitions
9.40.030	Street names
9.40.040	Renaming streets
9.40.050	Street numbering

**9.40.010 Purpose**

This chapter establishes the standards for naming and renaming streets, and for street numbering. The director has the authority to implement this chapter and to adopt administrative policies for its implementation.

**9.40.020 Definitions**

In this chapter:

*Department* means the City department currently having primary responsibility for street naming and numbering (whether Development Services, Police, Fire, IT, or Public Works).

*Director* means the director of the department having primary responsibility for street naming and numbering, or his or her designee.

*Expenses* means all of the staff and consultant costs incurred by the City in reviewing an application including: studying a proposal, preparing reports for the city council, and implementing a decision to rename a street,

*Street* includes road and other term for any roadway.

**9.40.030 Street names**

(a) General. For clarity, to accommodate City street sign size, to accommodate Emergency 911 databases and calls, and for safety for police and fire responses:

- (1) A street may have only one official street name.
- (2) All streets on the same alignment shall bear the same name where practical.
- (3) Suffix designations shall match the context of land use and street design. (See subsection (b) below, and shall be spelled out in full on the final map.
- (4) A new street may have a prefix compass designation (N, S, E, W) only if the streets cross the east-west axis (South Street) or the north-south axis (Central Avenue-Holly Drive).
- (5) A new street name may not exceed 15 letters, excluding prefix and suffix designation.
- (6) A new street name may not have more than two words, excluding prefix and

- suffix.
- (7) Abbreviations, symbols and numeric characters may not be used.
  - (8) Conjunctions may not be used as part of a street name. (Example: "Diamonds and Roses" or "Brick or Tile").
  - (9) Each name shall be of the commonly accepted spelling, according to a standard dictionary.
  - (10) A street name must be appropriate, easy to read, and easy to pronounce (so that a child could use the name in an emergency situation).
  - (11) Use of names with historic significance and in recognition of cultural diversity are encouraged.
  - (12) Use of names of fallen officers is encouraged and may be required under subsection (c) below..
  - (13) Street segments:
    - (i) Where a through street makes a distinguishable change in direction and cannot be considered curvilinear, a separate name for each direction must be assigned.
    - (ii) Where there is more than one access point from different streets to a circular loop street, only one access point may be designated as circle. It is preferable to separately name each directional segment of a circular or loop road.
    - (iii) No street name may connect into any other street so as to create more than one intersection of the same named street.
  - (14) The following are not permitted:
    - (i) Names of similar pronunciation and/or spelling (Example: Foxglove Avenue and Foxclove Lane, or Briar Lane and Brier Drive).
    - (ii) Duplication of an existing street name (or a very similar name), unless the new street is a continuation of the existing street. (Street segments are considered continuous only where there is less than a 250 foot centerline alignment offset.)
    - (iii) Variation of the same name with a different suffix (Example: Alder Avenue, Alder Lane, Alder Diver). An exception to this is a court off of the same street (Example: Pine Avenue, Pine Court).
    - (iv) Names that sound similar to nearby communities: Mountain House, Manteca, Lathrop.

(b) Street suffix designations. Each new street should have one of the following acceptable street suffix (or type) designations:

Suffix Designation	Comments, when applicable
Alley	A narrow street for serving rear of lots
Avenue	North – South direction street
Boulevard	North – South direction, an arterial street.
Circle	Loop, looping, a circular Street
Court	Cul-de-sac
Drive	A meandering street
Lane	A Meandering street
Loop	A circumferential way, a street that returns into itself.
Parkway	An arterial street or an expressway.

Place	A short connecting street.
Plaza	A short street with plaza.
Road	An arterial or collector street
Street	East – West direction street
Terrace	Private street in a condominium complex
Trail	A pedestrian or bikeway path
Way	A short connecting street

(c) Naming streets after residents killed in service. City staff will maintain a list of Tracy residents killed while in service of the United States. The listed service member must have been a Tracy resident, killed while serving in one of the branches of the armed forces, whether in wartime or peacetime.

Each new subdivision that has three or more streets must name at least one street (not a court) for a Tracy resident killed while in the service, unless there are no names currently on the list.

#### **9.40.040 Renaming streets**

(a) Purpose. This section establishes a process for considering a request to rename a public or private street within the city limits.

(b) Standards. In addition to the standards set forth in Section 9.40.020 (a) and (b) above, the following factors will be considered:

- (i) the number of businesses and/or residents directly affected. The fewer properties the better.
- (ii) the number of businesses and/or residents indirectly affected, including those whose address is on a street accessed or served by the street under consideration.
- (iii) compatibility with existing street names.
- (iv) recognition of cultural diversity. (v) the costs of change to the City and the other affected properties.
- (vi) whether an action to approve the renaming might establish a desirable or undesirable precedent.
- (vii) the effect of a rename request on the public's general connection with existing name
- (viii) the alternative of renaming sections of the proposed street and how the length of the street sections may affect the continuity of the street.

(c) Procedure: Renaming the street. This subsection (b) applies when the base name of the street may change.

- (1) Request. A person or entity requesting a street name change must file an application with the department, on a form provided by the city. The request must state the reason for the change being proposed, the street proposed for consideration of a name change, the proposed new name(s), and include a map showing the street location. The director will schedule the request for City Council consideration at a public hearing, with a brief analysis of the request. Following the hearing, the City Council may decide whether to proceed with rename study.

(2) Study and Report. If the Council approves a study, the applicant is then required to enter into a cost recovery agreement with the City, and pay a deposit to cover the renaming expenses. The department will:

- (i) determine on a case by case basis the appropriate scope of public outreach, public notice and neighborhood workshop;
- (ii) seek written comments from, at minimum, the City's Police Department, Fire Department, Administrative Services Department, San Joaquin County Public Safety and United States Postal Service.
- (iii) prepare a staff report for the City Council providing a detailed analysis of the request and including alternatives if available.

(3) Decision. At a public hearing, Council will consider the requested street renaming. The City Council may approve the name change, by resolution, if it finds that the change is in the public interest.

(d) Procedure: Minor change. This subsection (d) applies when: only the street suffix may change; the base name of the street requires a minor correction to meet commonly accepted spelling; or the street is not a public street..

(1) Request. A person or entity requesting a street name change must file an application with the department, on a form provided by the City. The request must state the reason for the change being proposed, the street proposed for consideration of a minor name change, the proposed new name(s), and include a map showing the street location.

The applicant must provide the signatures from at least 70% of property owners (or by a homeowners association or similar common ownership organization) whose property is addressed on the street under consideration, indicating that they agree with the proposal.

The director will determine whether to proceed with the renaming process.

(2) Study and Report. If the director determines to proceed with the renaming process, the director:

- (i) may conduct one public meeting before making recommendation to the City Council.
- (ii) mail out notices to all property owners and tenants within the affected area and within a 100 foot radius of the street
- (iii) prepare a staff report for the City Council providing a detailed analysis of the request and including alternatives if available.

(3) Decision. At a public hearing, Council will consider the requested street renaming. The City Council may approve the name change, by resolution, if it finds that the change is in the public interest.

(a) Purpose. The purpose of this section is to provide a numerical addressing system for parcels and buildings within the City.

(b) Street axis. South Street is designated as the east-west axis for the City, and the numbers on all streets running north or approximately so shall begin with 1 and 2 at South Street, the numbers running upwards consecutively block by block. Central Avenue-Holly Drive is designated as the north-south axis for the City, and the numbers on all streets running east and west or approximately so shall begin with 1 and 2 both easterly and westerly from this axis.

(c) Numbering.

(1) General. Each new parcel and building within the City must have an approved sequential numerical address and be consistent with the range of addresses found along the same street. Address numbers must be Arabic numbers or alphabetical letters. The property owner must maintain the address numbers.

(2) Correction of out-of-sequence numbers. For already-existing parcels and buildings, the City may review any out-of-sequence address and modify it to be consistent with the range of addresses found along the street. A fraction address number (such as ½) is not allowed.

(3) Even and odd numbering. Even numbers are on the south and east sides of the streets and the odd numbers are on the north and west sides of the streets. The numbering for various types of developments shall be as determined by the director.

(4) Size, location and lighting. Building address numbers must be in figures not less than four inches high with a minimum of ½-inch stroke width. The number must be illuminated at night. Address numbers must be internally or externally illuminated at an intensity of at least 5.0 foot-candles. The numbers must contrast with their background and be placed on a portion of the building that is visible from the street fronting the property, and placed at least six feet above the grade. Where required by the fire code official, address numbers must be provided in additional approved locations to facilitate emergency response.

Multiple tenant spaces served by vehicular access to the rear of a building must have address numbers placed prior to occupancy

Multiple tenant spaces that front on interior walkways or pedestrian malls must have approved address numbers placed over the entrance door. The fire code official may require a directory board at each entrance.”

AGENDA ITEM 5

REQUEST

**ADOPT A FISCAL SUSTAINABILITY POLICY FOR NEW DEVELOPMENT WITHIN THE CITY OF TRACY**

EXECUTIVE SUMMARY

As commercial and residential development within Tracy is increasing, demand on City Services has and will also continue to increase. Realizing that these impacts needed to be considered, the City performed detailed analyses to identify these fiscal impacts to the City, both positive and negative, in response to our planned growth within a 15-year horizon. Through these detailed studies, troubling future fiscal deficits were identified that would not be met by increased projected revenues. As a result, the City has been investigating ways to ensure that new developments will not negatively impact City services to these new developments and to the City as a whole.

To fulfill its obligation to provide sufficient municipal services to projects approved by the City, Council is being asked to pass a Council policy supporting fiscal sustainability of new development with options for developers to assure that costs for Fire, Police and Public Works services are met.

DISCUSSION

The City retained Goodwin Consulting Group, Inc. (GCG) to estimate the potential recurring fiscal impacts from new development projected to occur within the City in the next 15 years. The 15-year planning horizon allows for development of non-residential land uses and captures the fiscal impacts associated with operating new fire stations and providing police and public works services that will be needed to serve the increased service population. Within the planning horizon, approximately 8,300 residential units and 18 million square feet of non-residential uses are assumed to be developed in the City. This study was intended to measure only the impacts of new development, and assumed that current standards of service to existing residential and commercial are currently being met.

GCG worked with representatives from the Police, Fire, Public Works, Administrative Services and Development Services Departments to establish service standards that will apply to new development projects. All other departmental expenses were estimated based on the average costs in the City's adopted budget for fiscal year 2014-15. After considering anticipated property tax, sales tax, and other General Fund revenues, the analysis estimated that fiscal deficits will result to the City's General Fund if there is not an additional source of revenue implemented to offset the costs of providing public services to the new residents.

Why The City May Not Be Able To Keep Up With New Development?

The primary sources of revenue that allow the City to provide services to residential development are property tax and sales tax.

Lower percentages of property tax received from new development areas is one part of the problem. Currently, the City is assured between 11 and 15 cents for every dollar of property tax being paid by property owners who lived within the City boundary of 10 years ago. As the City grows and development occurs within its sphere of influence, and the City annexes property from the County, the County determines how much of a property owner's property taxes are allotted to the City. Unfortunately, this percentage has been decreasing and is now as little as 3 cents per dollar, which do not cover City services. Representatives from other San Joaquin County cities have attempted to negotiate for a greater share of property tax revenue, however these attempts have not been successful, as the City really has no leverage to use in negotiations. In addition, property tax revenues collected do not increase at the same proportion to increasing costs of services, which increases the gap between our ability to provide services and our ability to pay for these services.

Inadequate sales taxes are another piece of the puzzle. While Tracy has enjoyed an influx of exciting new businesses coming to town bringing jobs and development, not all of these businesses are creating sales tax revenue. Amazon, for example, is a highly valued partner in our community that provides jobs to City residents. The City of Tracy, however, is not a "point of sale" for Amazon, therefore sales taxes from products distributed by Amazon and some of Tracy's other distribution centers do not accrue to Tracy. Instead, Amazon pays "usage" taxes which go to the County with a small portion of those flowing to the City. In addition, sales taxes from new development areas typically comes in slowly over time and while the International Park of Commerce has added new tenants, not all provide sales taxes to the City. In short, while new businesses and jobs are coming to Tracy, it is still important to attract more businesses and create more jobs so that people will spend their retail dollars in Tracy and generate increased revenues to keep pace with providing services such as police and fire.

#### Closing the Gap

GCG analyzed the service needs and costs to serve the new development areas. That analysis was narrowed to 3 areas, fire, police and public works and was presented to you in the March 15, 2016 staff report.

GCG also measured the anticipated income to come to the City of Tracy from these new development areas, based on the projected sales prices of the homes, and including new sales taxes generated from these new revenues. These revenues were also presented to you in the financial data presented on March 15, 2016.

Using conservative estimates, meaning that the City was ambitious in its estimates for revenue, after fifteen years, the cumulative deficit between costs and revenue within the new areas would reach \$15.3 Million. This equates to approximately \$325 per house per year over a fifteen year span. Therefore, the City could manage the gap toward services to new development if each new residential unit were to pay the equivalent of \$325 per year (approximately \$27 per month per home), with reasonable increases to keep pace with inflation.

In the interest of equity, staff recommends that new projects shoulder the burden that they create and that burden not be borne by existing residents through a reduction of

services or community amenities. This is why staff recommends that new projects<sup>1</sup> should be conditioned to mitigate fiscal deficits that would otherwise be created by project approval and that a policy be created so that future developments would not burden existing homeowners.

Types of mitigation that would be borne by new development would need to either paid by the developer at the onset of the project, or be borne by the homeowner over time, which is, as described previously, would be annexation into a Community Facilities District for services. Developers should also be able to present alternative methods of bridging the gap on a case by case basis. The only other option is for the City to absorb the new burdens and find other ways to increase revenue to meet the projected shortfall.

### Community Facilities Districts

Community Facilities Districts (CFDs), have been discussed at length during prior Council meetings as one of the sustainability options available. They are, in essence, districts within which special taxes would apply to new development and are paid for through property tax assessments. Most new developments in Northern California that have CFDs in place have tax rates of 1.7 – 1.8% without any CFD taxes, the typical tax on a home in California ranges between 1.1 and 1.4%. These taxes can pay for a developer's costs, such as capital infrastructure, or they can be applied to pay for schools, or they can be assessed for City services.

CFDs are very common in Tracy, however they have been used for schools and for developer's capital costs and not for City services. The taxes collected are used to finance infrastructure improvements to the developer and makes the projects more affordable or profitable for the developer, as the income from the homeowner pays for the developer's capital costs in developing their housing projects. In asking developers to join in a Services CFD, the City required the development community to use a portion of these funds that will typically *already* be collected from the homeowner, to be used to pay for fire, police and public works services. No additional taxes will normally be accrued to the homeowner. This methodology was actually brought to the City by one of our housing developers as an idea of how to meet the services needs of the new residential development in our City. Other communities in California have been applying Services CFDs to meet the gap that all growing Cities in California have been facing. These cities include Lodi, Lathrop, Los Banos, Roseville and Vallejo.

### Adopting a Policy

Adopting a policy will give the City a basis for requiring new development projects to be fiscally sustainable. On March 15, staff recommended that Council consider bringing a General Plan amendment to the Planning Commission and to Council for approval that would state that new development would have to be sustainable. At that meeting, Council asked that Staff continue to develop a draft General Plan Amendment, which is attached to this report as a policy.

Another option for Council to consider would simply be stating that they support such a policy through passing a resolution supporting the attached policy.

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<sup>1</sup> "Projects" being defined as residential projects consisting of at least twenty units



The difference between the two would be that the General Plan Policy would be easier to enforce, and would go through a measured process of being presented to the planning commission and the City Council for approval. It would also have to go through more of a public process if future City Councils wanted to change or amend the policy.

The policy attached does not specify the way in which a project would be considered sustainable, but it simply requires that new development carry its own burden. The intention of the draft language is to create flexibility so that the City could look at different methods to achieve fiscal sustainability for new projects.

There are a variety of ways in which a new development project can be fiscally sustainable and if the City develops a policy, then the City could then condition projects on being compliant with this policy. There are three potential ways to fulfill the policy:

- Joining a “Citywide Services CFD” is one way to fulfill the requirement for having new projects be fiscally sustainable. Several new developments already have this condition attached to their projects, if a policy is made and if a City-wide Services CFD is formed.
- Another way of complying with the policy would be to have developers make a lump-sum payment for each unit, to establish an endowment and pay for services over time, in lieu of joining the Citywide Services CFD.
- By Council adopting a flexible policy like the one suggested, a third avenue would also be possible in that it would allow developers to bring alternative ideas to Council to achieve fiscal sustainability for their projects. Council could then make a case by case determination depending on each project.

Without a Council-adopted policy, however, the City has no way of requiring developers to achieve fiscal sustainability and because of decreased revenues generated from new development (particularly property taxes), the City’s ability to provide services to new development is constrained. It should be noted that some developers have stated that without Council adoption of a policy, they would not agree to join a Services CFD or mitigate any service impacts by other fiscal means.

#### Next Steps

If Council approves a policy, staff intends to come back with a “Resolution of Intention” to form a Citywide Services CFD in the amount of \$325 per each new residential unit so that new development can use this tool as one way to be fiscally sustainable. Several new developments have been amenable and supportive of this as a tool to achieve fiscal sustainability if the Council chooses to adopt a policy and moves forward with a Citywide Services CFD. If the Council adopts this policy, a developer could also come to Council with an alternative approach to fiscal sustainability to be considered for their project on a case-by-case basis for Council approval.

#### STRATEGIC PLAN

This proposed action supports Goal 2 of the Strategic Plan for Governance: “Ensure continued fiscal sustainability through financial and budgetary stewardship.”

FISCAL IMPACT

There is no fiscal impact to the General Fund by approving a policy for fiscal sustainability

RECOMMENDATION

Adopt a fiscal sustainability policy for new residential development projects by either adopting the attached resolution or directing staff to prepare a General Plan Amendment supporting the attached policy.

Prepared by: Stephanie Garrabrant-Sierra, Assistant City Manager

Reviewed by: V. Rachele McQuiston, Administrative Services Department Director

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment "A": Proposed Policy Language for either a General Plan Amendment or a stated policy through a resolution.

Policy related to Fiscal Sustainability

The Fiscal Sustainability goals, policies, and actions listed in this section relate to the imperative of long-term financial health and prosperity for the City of Tracy. The City's ability to provide services such as police, fire, and emergency response protection, parks and public works maintenance, code enforcement, and planning for the future is dependent on the City collecting adequate revenues.

The City's economic development and fiscal vitality are inter-dependent. A vital local economy ensures that private investment is taking place in the community while generating needed tax revenues to support public services. When local government is adequately financed, it can in turn provide infrastructure maintenance, public safety services, and planning for maintaining a high quality of life and environment where businesses can prosper.

Goals, Objectives, Policies, and Actions

Goal: Balance land use plan and diversified, stable, and self-sustaining revenue base in order to generate the resources necessary to sustain essential and desired City services.

Objective: Recover the direct and indirect cost of providing services through a combination of fees, taxes, exactions, and other methods based on an evaluation of long-term economic benefits and in a manner consistent with cost recovery goals established by City Council.

Therefore, the City shall:

- Ensure that the City's revenue base is not overly dependent on any one land use designation or any single revenue source.
- Ensure that revenues generated by development shall be sufficient to cover the costs incurred by the City to provide public services to such development.
- Ensure that funds for the replacement of City assets originally paid for by a developer should be included in the Capital Improvement Plan and the appropriate City fund.
- Prepare and maintain a City Fiscal Impact Analysis and model to enable appropriate revenue/cost projections of development as a means of informing development decisions and actions as part of development review and approval processes, and as a means of identifying fiscal impacts of development.
- Require development projects to prepare a fiscal analysis of potential effects on the City's revenue generation and cost of services when the City determines there is potential for significant negative fiscal impacts, and condition project

approval upon establishment of revenue enhancement mechanisms, if necessary, to prevent adverse fiscal impacts. An alternative to preparing individual fiscal analyses, project applicants and developers may utilize the City's fiscal impact model managed by the City.

- Regularly review the City's comprehensive Economic Development Strategy, the Land Use Element, and the City's Fiscal Impact Analysis model and update as necessary to better further the City's Fiscal Sustainability goals.

RESOLUTION

ADOPTING A POLICY FOR FISCAL SUSTAINABILITY FOR NEW DEVELOPMENT IN TRACY

WHEREAS, The City of Tracy is committed to providing high quality of services to all of Tracy, and

WHEREAS, A recent analysis has shown that the current and projected revenues will fall short of providing the Public Works and Public Safety services to the new development areas of residential development given the current and projected income stream, and

WHEREAS, new projects within new development areas of the City should contribute to the impacts that they create and that the costs of new development should not be borne by existing residents, and

WHEREAS, The City is committed to sound fiscal planning which includes embracing new revenue streams to enable the City to provide quality Public Safety and Public Works services;

NOW, THEREFORE, BE IT RESOLVED, That the City Council adopts a fiscal sustainability policy, as discussed in the staff report of May 3, 2016 and attached to this resolution.

\* \* \* \* \*

The foregoing Resolution \_\_\_\_\_ was adopted by the Tracy City Council on the 3rd day of May, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 7.A

REQUEST

**APPOINT AN APPLICANT TO REPRESENT THE CITY OF TRACY ON THE SAN JOAQUIN COUNTY MOSQUITO ABATEMENT DISTRICT BOARD**

EXECUTIVE SUMMARY

The City of Tracy's seat on the San Joaquin County Mosquito Abatement District Board is currently vacant. A recruitment was conducted and an appointment needs to be made.

DISCUSSION

The San Joaquin County Mosquito Abatement District Board consists of not less than five members including one member appointed by the Board of Supervisors to represent the county-at-large, and one member each is appointed by the incorporated cities within the district. Any additional members-at-large are appointed by the Board of Supervisors to provide for at least a five member board. The City of Tracy's representative seat on the board is currently vacant. To fill the vacancy the City Clerk's office conducted a three week recruitment beginning on January 28, 2016, during which time no applications were received. As stated in Resolution 2004-152, in the event there are not two or more applicants than vacancies, the filing deadline will be extended. The recruitment was extended twice, for an additional seven week period ending on April 8, 2016. The City Clerk's office received three applications during the extended recruitment period.

On April 26, 2016, a Council subcommittee consisting of Mayor Maciel and Mayor Pro Tem Rickman interviewed three applicants. In accordance with Resolution 2004-152, the Council subcommittee will recommend an applicant for appointment to serve a term which will begin on May 4, 2016, and end on May 31, 2020.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council approves the subcommittee's recommendation and appoint an applicant to represent the City of Tracy on the San Joaquin County Mosquito Abatement District Board to serve a term which will end on May 31, 2020.

Prepared by: Adrienne Richardson, Deputy City Clerk  
Reviewed by: Nora Pimentel, City Clerk  
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager