

TRACY CITY COUNCIL  
AND THE SUCCESSOR AGENCY TO  
TRACY COMMUNITY DEVELOPMENT AGENCY

REGULAR MEETING AGENDA

**Tuesday, February 6, 2018, 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.

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

CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
INVOCATION  
ROLL CALL  
PRESENTATION

1. Certificates of Achievement - D.A.R.E
2. North Elementary School D.A.R.E Students – Presentation to Council
3. Employee of the Month
4. Employee of the Year
5. Certificates of Recognition – Parks and Community Services Commission
6. Certificate of Appointment – Parks and Community Services Commission
7. Certificate of Recognition – Planning Commission
8. Proclamation – Rare Disease Day

1. CONSENT CALENDAR

- A. Approval of July 5, 2017 Special Meeting Minutes, July 18, 2017, Regular Meeting Minutes and January 16, 2018, Closed Session Minutes
- B. Approve a Professional Services Agreement with Nexgen Asset Management of Sacramento, California and Software License Agreement for a Computerized Maintenance Management System for the Utilities Department – CIP 74094
- C. Authorize the Purchase of Two Traffic Motorcycles (2018 R1200 RTP) and the Purchase and Installation of Associated Emergency Equipment from Long Beach BMW Motorcycles of Long Beach, California, Under a Cooperative Purchasing Agreement with the City of Los Angeles, California
- D. That the City Council of the City of Tracy, Acting as the Governing Board of the Successor Agency to the Community Development Agency of the City of Tracy, Approve the Recognized Obligation Payment Schedule (ROPs) 18-19
- E. Approve a Professional Services Agreement with West Yost Associates for the Citywide Water System Master Plan Update for the Amount Not to Exceed \$399,100, Authorize the City Manager to Execute Future Amendments Not to Exceed \$39,900, If Needed, and Approve an Appropriation of \$439,000 for Capital Improvement Project 75159 in FY 2017-18.
- F. Approve a Professional Services Agreement with Carollo Engineers for the Citywide Wastewater Master Plan Update for the Amount Not to Exceed \$474,900, Authorize the City Manager to Execute Future Amendments Not to Exceed \$47,490, if Needed, and Approve an Appropriation of \$522,390 For Capital Improvement Project 74159 in FY 2017-18.
- G. Approve an Appropriation of \$600,000 from General Fund – Measure V (107) to the Senior Center Upgrade/Expansion, CIP 71093 and 78155

2. ITEMS FROM THE AUDIENCE

3. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES TO AMEND THE 'NOT TO EXCEED' AMOUNT TO BE AN ANNUAL AMOUNT; AND AUTHORIZE THE PAYMENT OF INVOICES THAT HAVE EXCEEDED THE INITIAL AGREEMENT AMOUNT
4. RECEIVE AND DISCUSS THE ANNUAL REPORT ON SENIOR SERVICES
5. APPROVE A JOINT POWERS AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT THAT ESTABLISHES THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY WITH AN EFFECTIVE DATE OF MARCH 1, 2018 AND AN IMPLEMENTATION DATE OF JULY 1, 2018, AND AUTHORIZE ALLOCATION OF \$20,000 FROM UNALLOCATED RESERVES TO FUND 211 FOR START-UP COSTS
6. APPROVE THE SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT WITH AN EFFECTIVE DATE OF JULY 1, 2018
7. RECEIVE UPDATE ON CITY COUNCIL STRATEGIC PRIORITIES, GOALS AND OBJECTIVES FOR FISCAL YEARS 2017/18 AND 2018/19 WHICH INCLUDE PUBLIC SAFETY, QUALITY OF LIFE, GOVERNANCE, AND ECONOMIC DEVELOPMENT
8. INTRODUCE AND WAIVE THE FULL READING OF ORDINANCE 1249, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 10.08 OF THE TRACY MUNICIPAL CODE TO ESTABLISH A COMMUNITY RECREATION SUPPORT SERVICES ZONE AND ZONING ASSESSOR PARCEL NUMBERS 212-170-33 AND 212-170-34 COMMUNITY RECREATION SUPPORT ZONE UPON ANNEXATION TO THE CITY
9. ITEMS FROM THE AUDIENCE
10. STAFF ITEMS
11. COUNCIL ITEMS
  - A. Discuss and Approve Upcoming City Council Out of State Travel, Including Travel to Washington, D.C. for Lobbying Efforts for the San Joaquin Council of Governments (SJCOG) San Joaquin One Voice® Trip and Travel to Washington, D.C. for Lobbying Efforts for the City of Tracy
  - B. Appoint an Applicant to the Tracy Arts Commission from the Commissions Eligibility List
12. ADJOURNMENT

July 5, 2017, 7:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

Mayor Rickman called the City Council meeting to order at 7:02 p.m. and led the Pledge of Allegiance.

Invocation was led by Sikh Temple members.

Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present.

Troy Brown, City Manager presented the July Employee of the Month award to Dan Pasquale, Police Department.

#### 1. CONSENT CALENDAR

##### **ACTION**

It was moved by Mayor Pro Tem Vargas, and seconded by Council Member Young to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered. Motion carried: 5-0

- A. Approval of April 4, 2017, June 13, 2017 and June 20, 2017 Special Meeting Minutes and May 16, 2017 Regular Meeting Minutes were approved.
- B. Award a Construction Contract to the Lowest Responsive and Responsible Bidder, Central Valley Environmental (CVE Demolition), of Fresno, California, for a Partial Demolition of the Existing Westside Market Building Located at 729/741 N. Central Avenue for the Downtown Restaurant Project, CIP 79364, with a Contingency Amount of \$34,000 and a Total Project Cost of \$192,880, and Authorize the Mayor to Execute the Contract – Resolution 2017-133 awarded a construction contract to Central Valley Environmental (CVE Demolition).
- C. Approve Offsite Improvement Agreement for Cordes Ranch Zone 3 Program Potable Water Main Improvements on Hopkins Road, Promontory Parkway and International Parkway, and Authorize the Mayor to Execute the Agreement – Resolution 2017-134 approved an Offsite Improvement Agreement for Cordes Ranch Zone 3 Program Potable Water Main Improvements.
- D. Approve Offsite Improvement Agreement for Cordes Ranch Culvert Improvements on Hopkins Road and Promontory Parkway, and Authorize the Mayor to Execute the Agreement – Resolution 2017-135 approved an Offsite Improvement Agreement for Cordes Ranch Culvert Improvements.
- E. Approve, by Resolution, a Roadway Easement Acquisition Agreement with the Lau Family Trust, et al., for the Acquisition of a Permanent Roadway Easement at the Southwest Corner of Lammers Road and Old Schulte Road and Authorize the City Manager to Execute the Agreement – Resolution 2017-136 approved a Roadway Easement Acquisition Agreement with the Lau Family Trust, et al.

- F. Authorization to Continue Participation in the San Joaquin County Urban County Consortium and Urban County Cooperation Agreement for Federal Community Development Block Grant (CDBG) and Home Investment Partnerships Program (Home) Funding for Fiscal Years 2018-2020 – Resolution 2017-137 authorized continued participation in the San Joaquin County Urban County Consortium and Urban County Cooperation Agreement.
- G. Reject Bid from Stronger Building Services, Inc. for the Tracy Library Roof Replacement Project, CIP 78154, and Authorize City Staff to Re-Advertise the Project - Resolution 2017-138 rejected bid from Stronger Building Services, Inc. for the Tracy Library Roof Replacement Project.
- H. Adopt a Resolution Approving the Disposition of Two 2015 Harley Davidson Electra Glide Police Motorcycles as Surplus Equipment to Facilitate the Exchange with the City of Ripon for Two 2013 Zero DS Electric Police Motorcycles – Resolution 2017-139 approved the disposition of two 2015 Harley Davidson Electra Glide Police motorcycles as surplus equipment.
- I. Authorize the Submission of a United States Department of Justice (DOJ) Community Oriented Policing Services (COPS) Grant Application for a Projected Amount of \$1,357,032.81 for the Hiring of Three Police Officers for a Three-Year Term, with the Cops Grant Funding of \$125,000 Per Officer (a Total COPS Grant Funding of \$375,000 Over the Three-Year Grant Term), with the Projected City Match Funds of \$982,032.81 (Over the Three-Year Grant Term), Approve an Additional \$90,000 for Projected Overtime and other Costs Not Covered by the Grant Funds; and Approving the Acceptance of the \$375,000 Grant, if Awarded – Resolution 2017-140 authorized the submission of a United States DOJ COPS grant application for a projected amount of \$1,357,032.81.
- J. Award a Construction Contract to Haggerty Construction, Inc., of Stockton, California, for the Community Center Renovation Project, CIP 71092, in the Amount of \$254,695 (Which Includes Base Bid Items and Additive Items 1, 2, 4, 5 & 6), with a Total Project Cost of \$331,100 Which Includes a Contingency Amount of \$38,200, Authorized Supplemental Appropriation of \$146,100 from General Projects Fund 301 to CIP 71092, and Authorize the Mayor to Execute the Contract – Resolution 2017-141 awarded a construction contract to Haggerty Construction, Inc. for the Community Center Renovation Project.
2. ITEMS FROM THE AUDIENCE – Michael Maciel encouraged the Council to agendize a discussion pertaining to the Council's policy on Transportation Infrastructure Funding. Mr. Maciel expressed concern that there is no clear policy on behalf of the Council that would dovetail with the plans that the Rail Commission and COG have. Mr. Maciel mentioned that the concept is embraced by most but it does not rise to the priority when presented to the public when it comes to other things that ACE is trying to do. Mr. Maciel concluded his comment by saying that it's vague where the Council is on this issue and would like to see it agendized, it would provide an opportunity to revisit the issue of why the City is no longer represented on the Rail Commission.

Robert Tanner expressed concern with the illegal fireworks in his neighborhood on the fourth of July. Mr. Tanner suggested that the City look at the safe and sane fireworks ordinance and go back to when they were not sold in town. Mr. Tanner expressed a desire to see stronger prosecution of illegal fireworks.

Sylvia Vailes and Cheryl Hayes both expressed concern with the fireworks the night before and said it sounded like a war zone. Ms. Vailes said that her husband picked up debris from their back yard which came from a block away and the fireworks did not end until 2:00 a.m. Ms. Hayes would like to see what the policy is on the use of fireworks and requested that an item be agendaized to discuss stronger guidelines and publish them so everyone knows what is acceptable. There are too many firework stands popping up in Tracy. Ms. Hayes asked if there is a noise abatement law on the books because she could still hear them at 1:00 a.m.

Mary Mitracos, Mark Miller and Lisa Roth addressed Council to make them aware of the Tracy Nature Park Advocacy Group which is circulating a petition in favor of the creation of a large nature park, and wanted it on the record that this activity is occurring and that they will return with information at a later date. For those who want to sign the petition they can go to [lpetition.com](http://petition.com), Ms. Mitracos said they have been collecting signatures online for about two weeks and have received over 350 signatures and in the park on the fourth of July they collected 500 signatures.

Lisa Roth read a few online comments in support from the community advocating for the Tracy Nature Park. Ms. Roth mentioned that she is the Neighborhood Watch Block Captain in her neighborhood and reported the use of illegal fireworks. Ms. Roth heard that the airport was used as a venue to display fireworks awhile back and suggested looking into that for the future.

Pete Mitracos representing the Tracy Tree Foundation and in support of the large nature park concept mentioned the commitment to planting 200 Valley Oak trees in November at any location the Council desires at no charge to the City.

Troy Ermish, who said he lived in the County, not the City, expressed concern about a property owner who lives across from his property on Lammers who is proposing to take advantage of the Farmer Employee Housing Act. This individual is not a farmer and it seems like it's a way to circumvent standard policies regarding single family homes. Mr. Ermish stated that this person intends to put on a four acre strip, two 7500 square foot, two story fourplex. Mr. Ermish realizes this is difficult to prevent from happening but as a community there is one single dirt road that leads to eight homes and now potentially additional cars will be added up and down that road.

3. PUBLIC HEARING TO INTRODUCE AN ORDINANCE TO AMEND ARTICLE 13, SECTIONS 10.08.1760 THROUGH 10.08.1880, PLANNED UNIT DEVELOPMENT ORDINANCE (PUD) AND TO AMEND ARTICLE 30, SECTIONS 10.08.3920 THROUGH 10.08.3990, DEVELOPMENT REVIEW ORDINANCE, OF CHAPTER 10.08, ZONING REGULATIONS, OF THE TRACY MUNICIPAL CODE APPLICATION NUMBER ZA17-0002

Victoria Lombardo, Senior Planner presented the staff report.

Mayor Rickman opened the public hearing, there was no testimony to be heard, and Mayor Rickman closed the public hearing.

City Council discussion followed.

Nora Pimentel, City Clerk read title of proposed ordinance into the record.

- ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Ransom to waive reading of full text. Roll call found all in favor; passed and so ordered.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Ransom to introduce Ordinance 1236 amending Article 13, Sections 10.08.1760 through 10.08.1880, (PUD) and amending Article 30, Sections 10.08.3920 through 10.08.3990, development review ordinance, of Chapter 10.08, Zoning Regulations, of the Tracy Municipal Code Application Number ZA17-0002. Roll call found all in favor; passed and so ordered.

4. PUBLIC HEARING TO CONSIDER ADOPTION OF PRECISE PLAN ALIGNMENTS FOR PROMONTORY PARKWAY FROM INTERNATIONAL PARKWAY TO LAMMERS ROAD, FOR PAVILION PARKWAY FROM OLD SCHULTE ROAD TO I-205, AND FOR CAPITAL PARKS DRIVE FROM INTERNATIONAL PARKWAY TO PAVILION PARKWAY FOR THE INTERNATIONAL PARK OF COMMERCE (CORDES RANCH) BUSINESS PARK PROJECT

Robert Armijo, City Engineer introduced Nanda Gottipathy, SNG & Associates who presented the staff report.

Mayor Rickman opened the public hearing.

Jane Whitcomb expressed concern with the current traffic problems and the lack of noticing prior to the meeting.

Troy Ermish expressed opposition to this road as it will add to the current traffic congestion and the residents already have a hard time getting in and out of their driveways.

Ramon Avila expressed concern about not receiving notice and staff saying that this area is minimally impacted which is not an accurate assessment.

City Council discussion followed.

Robert Tanner sympathized with the residents and asked some questions related to the project.

Ashley Ermish asked questions related to the widening of the road.

Dale expressed concern with the current traffic issues.

Sue Rainey outlined many other issues which creates congestion and traffic and urged the Council to reconsider this project.

Alice English sympathized with the residents who were not noticed and stated that this affects people's quality of life. Ms. English said that there is already a lot of traffic and urged the Council to look at the bigger picture.

Ms. Avila expressed concern with the current truck congestion going down Lammers Road and that adding more traffic and noise will affect her quality of life.

Tom Martin with Prologis explained that the intent is to fix the alignment of these roads and that these roadways are not going to be built immediately. There are important infrastructure items that need to be installed on Promontory Parkway for water before any alignments are done.

City Council questions followed.

Mayor Rickman closed the public hearing

City Council discussion ensued.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Dement to adopt Resolution 2017-142 approving a Precise Plan Alignments for Promontory Parkway from International Parkway to Lammers Road, for Pavilion Parkway for the International Park of Commerce (Cordes Ranch) Business Park Project, with the caveat that staff work and meet with those residents who were not noticed to allow for feedback. Roll call vote found all in favor; passed and so ordered.

5. AUTHORIZATION TO NEGOTIATE ADDITIONAL DEVELOPMENT AGREEMENT AMENDMENT TERMS WITH SURLAND COMMUNITIES, LLC RELATED TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SURLAND COMMUNITIES, LLC FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF CORRAL HOLLOW ROAD AND LINNE ROAD, APPLICATION DA16-0001

Mayor Pro Tem Vargas recused herself from discussion and vote due to a potential conflict of interest and left the dais at 9:03 p.m.

Andrew Malik, Development Services Director presented the staff report.

Les Serpa reiterated that the intent of the report is to authorize negotiations.

Mary Mitracos raised many concerns and stated that the report was confusing and it sounds like the City is being set up to spend more money than what has been budgeted.

Alice English expressed concern that the aquatic center will be part of an association and not open to the public. Ms. English also expressed concern with the language “residential growth allotment treatment” and asked for clarification.

Rebekah Chitnis spoke on behalf of the Tracy Titans and expressed concern that this aquatic center is not going to be public. Ms. Chitnis stated that the Joe Wilson pool is not big enough and it’s expensive, will the aquatic center be private or public and will it accommodate eight lanes.

Les Serpa explained that this item is not about the aquatic center and that it will be a public use facility and has nothing to do with the Ellis Association. Mr. Serpa mentioned that there will be parks which will be built throughout the whole Ellis community. Mr. Serpa emphasized that the purpose of this agenda item is to just discuss these items and there is no preapproval.

Sandy Taylor encouraged the City to enter into discussion and negotiations because it is a win win to move forward with this project.

Roy Hawkins urged the Council to allow Surland to move forward with this project and stated that the City of Tracy wants this to happen.

City Council discussion followed.

**ACTION** Motion was made by Council Member Young, and seconded by Council Member Dement to adopt Resolution 2017-143 to negotiate additional development agreement amendment terms with Surland Communities, LLC related to the amended and restated development agreement with Surland communities, LLC for property located at the northwest corner of Corral Hollow Road and Linne Road, Application DA 16-0001. Roll call found Council Members Dement, Ransom, Young, and Mayor Rickman in favor; Mayor Pro Tem Vargas abstained; passed and so ordered.



Mayor Pro Tem Vargas returned to the dais at 9:25 p.m.

Mayor Rickman called for a recess at 9:25 p.m.

Mayor Rickman reconvened the meeting with everyone present at 9:32 p.m.

6. ADOPTION OF STRATEGIC PRIORITIES, GOALS AND OBJECTIVES FOR FISCAL YEARS 2017/18 and 2018/19

Alex Neicu, presented the Public Safety strategy portion of the staff report. Vanessa Carrera, presented the Quality of Life strategy portion of the staff report. Ed Lovell, Management Analyst presented the Governance Strategy portion of the staff report. Shelly Burcham, Economic Development Manager presented the Economic Development Strategy portion of the staff report.

City Council questions followed.

Shelly Burcham, Economic Development Manager presented an update on the Economic Development division as it related to the Mayor's 5 point plan.

Following Council discussion and deliberation Council adopted the Strategic Priorities, Goals and Objectives for Fiscal Years 2017/18 and 2018/19 and directed staff to explore affordable housing opportunities and include it into one of the strategies; and to add the Public Safety amenity for training into the Public Safety Strategy.

In addition staff was directed to include permit timeframes in the next Mayor's 5 Point Plan 60 day update.

7. ITEMS FROM THE AUDIENCE – Elijio Rodriguez asked if there is a City policy for residents who abuse City resources such as Police and Fire. Mr. Rodriguez expressed concern with a neighbor who continuously makes frivolous complaints about him. Mr. Rodriguez stated that he has to file a lawsuit for alleged slander. Mr. Rodriguez concluded his comments by saying that he has lost his quality of life in his neighborhood.

Alice English shared the positive feedback she received from community members on the 4<sup>th</sup> of July in the park about Mayor Rickman's leadership.

8. STAFF ITEMS - Troy Brown, City Manager provided a verbal update on the recent League of California Cities Executive Forum Conference that he attended along with Council Members Dement, Ransom and Young in Monterey, Ca. Mr. Brown reported on the various sessions attended.

9. COUNCIL ITEMS

A. APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO FILL TWO VACANCIES ON THE TRANSPORTATION ADVISORY COMMISSION

Nora Pimentel, City Clerk presented the staff report.

Council Member Dement and Mayor Pro Tem Vargas volunteered to serve as the Council subcommittee.

**ACTION** Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to appoint Council Member Dement and Mayor Pro Tem Vargas as the subcommittee to interview the Transportation Advisory Commission applicants. Roll call vote found all in favor; passed and so ordered.

Mayor Pro Tem Vargas reported that several residents have called her with concerns about football season beginning soon and the current parking issue. It has been brought to her attention that the last meeting with the American Legion Hall was a month ago and the Council had not heard back but had not heard anything on a resolution. Mayor Pro Tem Vargas requested that staff set a meeting to resolve the parking issue and stated that she does not understand the legality of the situation. She requested assistance and a copy of the 1990 Agreement.

Troy Brown, City Manager mentioned that staff is scheduling a meeting with Mr. Vaughn to continue conversations. City Manager Brown informed the Council that the City is renegotiating a site lease for the property where the American Legion Hall sits.

Council Member Dement reported attending the conference in Monterey and shared her experience and the various sessions she participated in. Council Member Dement announced the upcoming Police Departments safety Pups Picnic on July 7<sup>th</sup> at Dr. Powers Park from 5:00 p.m. – 8:00 p.m.

Council Member Young reported attending the conference in Monterey and shared her experience and the various sessions attended.

Council Member Ransom also reported attending the conference and learning that other communities share the same issues and how they deal with them.

10. ADJOURNMENT-Time: 10:48 p.m.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Dement to adjourn the meeting. Roll call vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on June 30, 2017. The above are action minutes. A recording is available at the Office of the City Clerk.

\_\_\_\_\_  
Mayor

ATTEST:

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

July 18, 2017, 7:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

Mayor Rickman called the City Council meeting to order at 7:01 p.m. and led the Pledge of Allegiance.

Invocation was led by Pastor Tim Heinrich, Crossroads Baptist Church.

Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present.

Mayor Rickman presented certificates of recognition to SaW USA Euro Basketball Cup U14 Gold Medalists: Devan Thompkins, Jojo Saini and Prabh Auijla, and SaW USA United World Games U16 Basketball Gold Medalist: Jupsimran Sandhu. Peter Butler on behalf of Congressman Denham's Office presented the team with congressional certificates of recognition.

#### 1. CONSENT CALENDAR

**ACTION** Following the removal of items 1.B and 1.E by Trina Anderson and 1.I by staff. It was moved by Council Member Young, and seconded by Mayor Pro Tem Vargas to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered. Motion carried 5:0

Mayor Pro Tem Vargas disclosed that she would recuse herself from discussion and vote on items 1.B and 1.I due to a potential conflict of interest. Mayor Pro Tem Vargas left the dais at 7:15 p.m. and returned at 7:25 p.m.

- A. Approval of April 4, 2017 Regular Meeting Minutes and July 5, 2017, Closed Session Minutes were approved.
- C. Approve a Memorandum of Understanding with the Defense Logistics Agency Distribution San Joaquin, a Part of the U.S. Government, for the Installation of a Traffic Signal and Associated Improvements at the Intersection of Chrisman Road and Valpico Road – Resolution 2017-144 approved a Memorandum of Understanding with the Defense Logistics Agency Distribution San Joaquin.
- D. Authorize the Appointment of Five Youth Commissioners to the Youth Advisory Commission – Resolution 2017-145 authorized appointment of five Youth Commissioners.
- F. Waive Second Reading and Adopt Ordinance 1235, an Ordinance of the City of Tracy Amending the I-205 Corridor Specific Plan Land Use Designation (Figure 3.1a) from Freeway Commercial to General Commercial for an Approximately 1.46-Acre Site Located South of Naglee Road, West of the Intersection With Pavilion Parkway and the I-205 On-ramp, Assessor's Parcel Number 212-290-51 Application Number SPA17-0003 – Ordinance 1235 was adopted.
- G. Waive Second Reading and Adopt Ordinance 1236, an Ordinance of the City of Tracy Amending Articles 13 (Planned Unit Development Zone – PUD) and 30 (Development Review) of Chapter 10.08, Zoning Regulations, of the Tracy Municipal Code – Ordinance 1236 was adopted.

- H. Adopt a Resolution Amending the City of Tracy Master Employee Pay Schedule to Confirm the Pay Rates/Ranges for all City of Tracy Established Positions – Resolution 2017-146 amended the City of Tracy Master Employee Pay schedule.
- B. Approve the Final Subdivision Map and Subdivision Improvement Agreement for Ellis Phase 1B, Tract 3872, Authorize the Mayor to Execute the Subdivision Improvement Agreement, and Authorize the City Clerk to File the Agreement with the Office of the San Joaquin County Recorder

This item was pulled by Trina Anderson.

Robert Armijo, City Engineer presented the staff report.

Dave Anderson President of the Tracy Airport Association expressed concern with the Attachment A map which shows homes which will be built in the airport protected zone but there are no specifications that outline the protection zone. Mr. Anderson suggested that this item be tabled until this issue is resolved related to the safety zone.

**ACTION**

Motion was made by Council Member Young and seconded by Council Member Ransom to adopt Resolution 2017-147 approving the Final Subdivision Map and Subdivision Improvement Agreement for Ellis Phase 1B, Tract 3872, authorizing the Mayor to execute the Subdivision Improvement Agreement, and authorizing the City Clerk to file the agreement with the office of the San Joaquin Recorder. Roll call vote found Council Member Dement, Ransom, Young and Mayor Rickman in favor; Mayor Pro Tem Vargas abstained; passed and so ordered.

- I. Approve Offsite Improvement Agreement for the Zone 3 Water Main Improvements from Western Boundary of the John Jones Water Treatment Plant to Corral Hollow Road, on Corral Hollow Road Up to Middlefield Drive, and from Corral Hollow Road to and Within the Ellis Phase 1B, Tract 3872, and Authorize the Allocation of \$852,000 From Fund 365 And \$461,000 from Fund 358 to CIP 74118 to Reimburse Subdivider \$1,313,000 for Completing the Improvements

Robert Armijo, City Engineer pulled this item to clarify new language in the Offsite Improvement Agreement in Section 1.1.

Dave Anderson asked if the waterline is going through two hangars and why is the City going to reimburse developers for improvements.

City Council comments and questions followed.

**ACTION**

Motion was made by Council Member Ransom, and seconded by Council Member Young to adopt Resolution 2017-148 approving Offsite Improvement Agreement for the Zone 3 water main improvements from western boundary of the John Jones Water Treatment Plant to Corral Hollow Road, on Corral Hollow Road up to Middlefield Drive, and from Corral Hollow Road to and within the Ellis Phase 1B, Tract 3872, and authorizing the allocation of \$852,000 from Fund 365 and \$461,000 from Fund 358 to CIP 74118 to reimburse subdivider \$1,313,000 for completing the improvements. Roll call vote found Council Member Dement, Ransom, Young and Mayor Rickman in favor; Mayor Pro Tem Vargas abstained; passed and so ordered.

E. Grant a Permit to Skyryse, Inc., for Commercial Use at the Tracy Municipal Airport

This item was pulled by Trina Anderson.

Ed Lovell, Management Analyst presented the staff report.

Dave Anderson President of Tracy Airport Association expressed concern with drone operations.

City Council comments and questions followed.

**ACTION** Motion was made by Council Member Young, and seconded by Mayor Pro Tem Vargas to adopt Resolution 2017-149 granting a permit to Skyryse, Inc., for commercial use at the Tracy Municipal Airport. Roll call vote found all in favor; passed and so ordered.

- 2. ITEMS FROM THE AUDIENCE – Robert Tanner reported the continued use of illegal fireworks on Saturday, Sunday and Monday nights. Mr. Tanner suggested that more enforcement needs to be done and Council needs to reconsider the safe and sane ordinance. Mr. Tanner added that the center divider on Tracy Boulevard between 6<sup>th</sup> and Schulte is full of weeds and as one of Tracy’s main arterials it should be better maintained.

Vecky Elliot expressed concern with the expansion project on Corral Hollow as people are flying through at high speeds and this creates a safety issue for people who live in this area. Ms. Elliot spoke about the Homeless Task Force and the issue with homelessness and invited the Council to attend one of their meetings to see what the task force is doing to address the issue of homelessness related to public safety for those who are homeless, affordable housing, mental health, and job training.

Freddie Berma expressed concern with her backyard bordering a broken fence which has been down since the storms from earlier this year; which also has tall weeds creating a fire hazard especially during the Fourth of July.

Steve Nicolaou acknowledged the national recognition that the City of Tracy has received through recent media coverage from CNBC and NBC being recognized as a distribution fulfillment center. Mr. Nicolaou referenced an article in the January 2017 Wall Street Journal related to the decline of retail sales and the increase in online retail sales like Amazon.com. Mr. Nicolaou suggested that the Council revisit and consider rescinding the I-205 overlay in light of the fact that the City seems to embrace itself as a distribution and fulfillment center with economic benefits and let the overlay go back to what it used to be based on the previous zoning and limitations.

Dave Anderson, President of the Tracy Airport Association, reported that a few months ago the City requested input in response to a dispute between some of the hangar tenants and the City as to what constitutes and what is allowed for hangar use. The FAA just put into effect a new aviation hangar use policy beginning January 1<sup>st</sup> which he handed to the Clerk for the Council. Mr. Anderson recommended that the City follow the FAA’s lead. Mr. Anderson concluded his comments by sharing an experience that he had with a friend almost being hit by an illegal firework this past weekend.

- 3. PUBLIC HEARING TO DECLARE THE EXISTENCE OF WEEDS, RUBBISH, REFUSE AND FLAMMABLE MATERIAL ON EACH OF THE PARCELS LISTED IN EXHIBIT “A” TO THIS AGENDA ITEM A NUISANCE; CONSIDER OBJECTIONS TO ABATEMENT OF SAID NUISANCES, AND ADOPT A RESOLUTION AUTHORIZING FIRE DEPARTMENT STAFF TO ORDER CONTRACTOR TO ABATE SAID NUISANCES

Randall Bradley, Fire Chief presented the staff report.

City Council questions followed.

Mayor Rickman opened the public hearing.

Robert Tanner stated that address 1310 Holly Drive was not on the list and should be as there are tall weeds on that property.

Mayor Rickman closed the public hearing.

City Council comments and questions followed.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Dement to adopt Resolution 2017-150 declaring the existence of weeds, rubbish, refuse and flammable material on the parcels listed in Exhibit "A" a nuisance and authorizing the Fire Department staff to order contractor to abate. Roll call vote found all in favor; passed and so ordered.

4. INTRODUCE AND WAIVE THE FIRST READING OF AN ORDINANCE AMENDING CHAPTER 5.24 (WASTE DISPOSAL) OF THE TRACY MUNICIPAL CODE IN ACCORDANCE WITH FEDERAL AND STATE WASTEWATER REGULATIONS

Kul Sharma, Utilities Director presented the staff report.

Trina Anderson asked for clarification on the limits.

Nora Pimentel, City Clerk read title of Ordinance into the record.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Young to waive reading of full text. Roll call vote found all in favor; passed and so ordered.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Young to introduce Ordinance 1237, amending Chapter 5.24 (Waste Disposal) of the Tracy Municipal Code in accordance with federal and state wastewater regulations. Roll call vote found all in favor; passed and so ordered.

5. DISCUSS PROPOSED CITY COMMENTS ON THE DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE SAN JOAQUIN REGIONAL RAIL COMMISSION'S ACEFORWARD PLAN

Ed Lovell, Management Analyst presented the staff report.

Robert Tanner asked if there is a conflict of interest with Mayor Pro Tem Vargas participating on this discussion as she is on a commission pushing for Aceforward.

City Council comments and questions followed.

Following Council discussion and deliberation, staff was directed to include in the DEIR feedback letter the following issues to be addressed in the EIR: 1) The large number of vehicles that now flow through the City and the positive impacts of getting vehicles off the road. 2) To include additional information and potential impacts regarding locating a downtown Tracy station.

6. DISCUSS AND REVIEW PROPOSED AMENDMENTS TO THE TRACY MUNICIPAL CODE REGARDING THE USE OF TEMPORARY STORAGE STRUCTURES (PERSONAL ON DEMAND STORAGE UNITS – PODS), AND CARGO/SHIPPING CONTAINERS WITHIN THE CITY OF TRACY AND PROVIDE DIRECTION TO STAFF

Bill Dean, Development Services Assistant Director presented the staff report.

City Council questions followed.

Trina Anderson requested clarification on the proposed amendments.

Dave Anderson asked how much time and energy has this taken because he has not seen too many storage containers.

Robert Tanner asked if there is a grandfather clause for pop up car ports and will the School District be following the same rules.

City Council comments and questions followed.

Following Council discussion and deliberation Council directed staff to amend the Tracy Municipal Code to reflect that temporary storage containers can exist for 30 days; anything beyond 30 days requires a permit, not to exceed 120 total days.

7. INTRODUCE AND WAIVE THE FIRST READING OF AN ORDINANCE ADDING A NEW SECTION 10.08.3225 AND AMENDING SECTION 10.08.3530 OF THE TRACY MUNICIPAL CODE RELATING TO RESTRICTIONS ON FRONT YARD PAVING AND PROHIBITING PARKING ON ANY UNPAVED SURFACE – CITY INITIATED – APPLICATION NUMBER ZA17-0005

Scott Claar, Senior Planner presented the staff report.

City Council questions followed.

Freddie Berma spoke about the difficulties of living in a court with limited parking.

Dave Anderson suggested that the City give some leeway of options for maintenance.

City Council comments and questions followed.

DEVIATED TO ITEM 8 AND RETURNED TO DISCUSS THIS ITEM FOLLOWING ITEM 9.

Mayor Rickman called for a recess at 9:29 p.m.

Mayor Rickman reconvened the meeting with everyone present at 9:36 p.m.

8. DISCUSS AND REVIEW IMPROVEMENT ALTERNATIVES CONCERNING UNCONTROLLED PEDESTRIAN CROSSWALKS IN THE CITY INCLUDING A POSSIBLE ANNUAL PEDESTRIAN SAFETY IMPROVEMENT PROGRAM FOR UNCONTROLLED PEDESTRIAN CROSSWALKS AND PROVIDE DIRECTION TO STAFF

Robert Armijo, City Engineer and consultant presented the staff report.

Robert Tanner suggested more striping would be good with more motorcycle enforcement.

City Council comments and questions followed.

Following Council discussion and deliberation staff was directed to come back with a CIP with suggested specific crosswalk improvements at suggested intersections, a proposed annual program and explore partnership with the School District.

9. DISCUSS AND PROVIDE DIRECTION REGARDING STAFF’S REVISED PRELIMINARY DESIGN CONCEPT FOR IMPROVEMENTS TO THE 11<sup>TH</sup> STREET CORRIDOR FROM LAMMERS ROAD TO CORRAL HOLLOW ROAD

Robert Armijo, City engineer, and Janet Baniewich, Architect presented the staff report.

City Council comments and questions followed.

Following Council discussion and deliberation staff was directed to return with two separate CIP’s:1) Options of new entry way on 11<sup>th</sup> Street to include “welcome and thank you for visiting the City of Tracy”; and 2) CIP based on Council’s approval of Staff’s Design concept for landscaping which includes elimination of the Deodar Cedar trees and using another species of tree in its place. The CIP for landscaping will return as a consent item once the project is ready for Council to accept a bid for construction

Council returned to Item #7 to continue the discussion which was left off regarding amending the proposed ordinance.

7. INTRODUCE AND WAIVE THE FIRST READING OF AN ORDINANCE ADDING A NEW SECTION 10.08.3225 AND AMENDING SECTION 10.08.3530 OF THE TRACY MUNICIPAL CODE RELATING TO RESTRICTIONS ON FRONT YARD PAVING AND PROHIBITING PARKING ON ANY UNPAVED SURFACE – CITY INITIATED – APPLICATION NUMBER ZA17-0005

Scott Claar, Senior Planner provided new language for Council to consider to be included in the ordinance.

City Council questions and comments followed.

Nora Pimentel, City Clerk read title of ordinance into the record.

**ACTION** Motion was made by Council Member Ransom, and seconded by Council Member Dement to waive reading of full text. Roll call found all in favor; passed and so ordered.

**ACTION** Motion was made by Council Member Ransom, and seconded by Council Member Dement to introduce Ordinance 1238 adding a new section 10.08.3225 and amending section 10.08.3530 of the Tracy Municipal Code relating to restrictions on front yard paving and prohibiting parking on any unpaved surface, as revised. The revision was to Section 1 of the ordinance, in which the first sentence of Tracy Municipal Code Section 10.08.3225, Front Yard Paving, was revised to state the following: “On residential property, no more than 50 percent of the front yard may be paved, unless such paving is pavers, bricks, or masonry and clearly designed as a landscape feature that precludes parking.” Roll call found all in favor; passed and so ordered.



- 10. ITEMS FROM THE AUDIENCE – Alice English expressed concern with maintenance in the Edgewood area which she plans to address at an upcoming Parks and Recreation Commission meeting. Ms. English requested that the City do some maintenance work at Bill Schwartz Park in preparation for their event for National Night Out on August 1. Ms. English requested additional garbage receptacles for August 1 and garbage pickup on August 2 following the event.
- 11. STAFF ITEMS – There were no items
- 12. COUNCIL ITEMS – Council Member Young announced the upcoming National Night Out on August 1 and encouraged all to attend the various events taking place in the City and mentioned that school resumes August 7.

Council Member Dement acknowledged the beginning of the school year and welcomed all the new educators in the City.

Council Member Ransom echoed the comments made by Vecky Elliot who spoke earlier regarding the Homeless Task Force meetings which are convened in the community with service providers. Council Member Ransom mentioned that as a Council they have been addressing the enforcement issue and have been working closely with Operation Helping Hands doing outreach. Council Member Ransom expressed that as a member on the Council and a member of the community she enjoys working to serve the community as many other Council Members do. Council Member Ransom stated that when becoming elected one does not lose the right to work with the people in the community. Council Member Ransom expressed concern with being questioned about her participation in serving the community. Council Member Ransom concluded her comments by inviting the public to attend the Homeless Task Force on the 2<sup>nd</sup> Monday of the month at the Tracy Library, which is not a political effort rather a community effort to eliminate the amount of homelessness in the community.

Mayor Rickman announced the upcoming downtown block party from 6-9 p.m. on Friday, July 21, 2017. Mayor Rickman also announced that the media will be at Sandwich Cousins on Wednesday, July 19, 2017.

Mayor Pro Tem Vargas congratulated the students who were recognized earlier in the meeting.

- 13. ADJOURNMENT – 10:50 p.m.

**ACTION** Motion was made by Mayor Pro Tem Vargas, and seconded by Council Member Dement to adjourn the meeting. Roll call vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on July 14, 2017. The above are action minutes. A recording is available at the Office of the City Clerk.

\_\_\_\_\_  
Mayor

ATTEST:

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

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

**January 16, 2018, 6:00 p.m.**

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Dement, Young, Mayor Pro Tem Vargas and Mayor Rickman present. Council Member Ransom arrived at 6:02 p.m.
3. ITEMS FROM THE AUDIENCE –There were no speakers.
4. CLOSED SESSION  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GOV. CODE § 54956.9(d)(2))
  - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Two potential cases.
5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to recess the meeting to closed session at 6:00 p.m. Roll call vote found Council Members Dement, Young, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered. Council Member Ransom absent.
6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 7:02 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adjourn the meeting. Roll call vote found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered. Time 7:02 p.m.

The agenda was posted at City Hall on January 11, 2018. The above are action minutes.

\_\_\_\_\_  
Mayor

ATTEST:

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

AGENDA ITEM 1.B

REQUEST

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NEXGEN ASSET MANAGEMENT OF SACRAMENTO, CALIFORNIA AND SOFTWARE LICENSE AGREEMENT FOR A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM FOR THE UTILITIES DEPARTMENT, CIP 74094**

EXECUTIVE SUMMARY

The Computerized Maintenance Management System (CMMS) is an approved Capital Improvement Project, CIP 74094. This CMMS system will help organize asset data for maintenance of John Jones Water Treatment and Wastewater Treatment plant facilities. The project involves migrating existing data, collecting new inventory data and configuring a system for organizing information as it relates to maintenance of equipment at both Wastewater Treatment Plant and John Jones Water Treatment Plant.

This agenda item requests City Council approval of a Professional Services Agreement and software licensing agreement for Computerized Maintenance Management System at the Utilities Department.

DISCUSSION

Utility Department currently uses Maximo System for Computerized Maintenance Management System (CMMS). The Maximo System is highly complex and provides limited functionality. The Maximo System's annual licensing cost has also increased significantly. Utilities Department staff needs a more user-friendly program that has additional capabilities to manage work flow, service requests, inventory management, preventive and corrective maintenance elements.

In order to perform data migration and convert existing databases to the new system, configure the business process for the new software and setup of new software, the services of a consultant are needed. On July 28, 2017, the City issued a Request for Proposals (RFP) to qualified consultants to provide professional services related to implementation of a CMMS system. The RFP was also posted on the City's website.

On August 30, 2017, three proposals were received as follows:

1. Nexgen Asset Management, Sacramento, CA
2. Sentz Consulting, Shrewbury, PA
3. Barton & Loguidice, Liverpool, NY

Staff evaluated these proposals and found Nexgen Asset Management of Sacramento, California, to be the most qualified consultant to complete this work. Nexgen Asset Management has also successfully completed similar projects for various public agencies in the past.

Staff negotiated with Nexgen Asset Management to provide professional services for this project on a time and material basis, for a not-to-exceed amount of \$204,568. The annual

licensing fees for the software and technical support has been established in the Software License Agreement and will be paid from the operating budget for water and wastewater treatment facilities in accordance with software licensing agreement.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no impact to the General Fund. Funding for the project is budgeted in CIP 74094 and CIP 79417.

RECOMMENDATION

That City Council, by resolution, approve a Professional Services Agreement with Nexgen Asset Management of Sacramento, CA, in an amount not-to-exceed \$204,568, and a Software License Agreement for CMMS Project – CIP 74094.

Prepared by: Ripon Bhatia, Acting Utilities Director

Reviewed by: Kuldeep Sharma, Interim Assistant City Manager  
Karin Schnaider, Finance Director

Approved by: Randall Bradley, Interim City Manager

ATTACHMENTS

A - PSA with Nexgen AM and Software License Agreement

**City of Tracy**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Computerized Maintenance Management System**

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Nexgen Asset Management, a California Corporation (Consultant).

**Recitals**

- A. CONSULTANT services are needed to provide a functional Computerized Maintenance Management System (CMMS) system, including software, that provides the staff the ability to manage and maintenance tasks at both water and wastewater treatment plant facilities including remote sites CIP 74094 (herein after "Project").
- B. On July 28, 2017 the City issued a Request For Proposals for design services of Project. At the request of CITY, on August 30, 2017, CONSULTANT submitted its proposal to perform the services described by this Agreement.
- C. On November 15, 2017, City of Tracy staff interviewed and selected the consultant for the proposed project as the most qualified proposer.
- D. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On January 16, 2018, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2018-\_\_\_\_\_.

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

- 1. **Scope of Services.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. Consultant shall provide City with access to the software in accordance with Exhibit "C." The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Vincent Yee. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
- 2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
- 3. **Compensation.**
  - 3.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B,"

attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed \$204,568. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement, except for those expenses identified in Exhibit "B." No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.

**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**3.3 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

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

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

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

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.3 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**5.4 Workers' Compensation** coverage shall be maintained as required by the State of California.

**5.5 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**5.6.2** For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

**5.7 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.8 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.9 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

**5.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 Consultant's Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**9. Miscellaneous.**

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

To City:  
Ripon Bhatia  
Utilities Department  
3900 Holly Drive  
Tracy, CA 95304

To Consultant:  
Vincent Yee  
President  
Nexgen Asset Management  
4010 Lennane Drive  
Sacramento, CA 95834

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

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

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

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

**9.4 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**9.5 Assignment and Delegation.** Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

**9.6 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**9.7 Compliance with the Law.** Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

**9.8 Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract.



**9.9. Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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

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

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

**City of Tracy**

\_\_\_\_\_  
By: Robert Rickman  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Adrienne Richardson, Interim City Clerk

Approved as to form:

\_\_\_\_\_  
Thomas T. Watson, City Attorney

**Consultant**

NEXGEN ASSET MANAGEMENT, a  
California Corporation

\_\_\_\_\_  
By: Vincent Yee  
Title: President  
Date: 1/12/18

Federal Employer Tax ID No.  
75-3212436

\_\_\_\_\_  
By: Dan Rich  
Title: Vice President  
Date: 1/12/18

Exhibits:

- A Scope of Services,
- B Compensation
- C Software License Agreement

## EXHIBIT A

### SCOPE OF WORK

City primary objective is to have a fully functional CMMS system that provides the staff the ability to manage and all maintenance tasks and duties at both water and wastewater treatment plant facilities including remote sites. Consultant shall provide the following services to support the implementation of CMMS system

Task 1: Project Management	
<b>Objectives</b>	The purpose of this task is to manage the project within schedule, budget and delivery.
<b>Activities</b>	<ol style="list-style-type: none"> <li>1. NEXGEN's project delivery approach will plan, schedule, and deliver a benchmark project on schedule and within budget.</li> <li>2. Weekly communication with project team to track project delivery.</li> </ol>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>■ Project delivered within budget and schedule.</li> <li>■ Meeting agendas and minutes</li> </ul>
Task 2: User requirements and map business processes	
<b>Objectives</b>	The purposes of this task are to assess CITY's AM user requirements and map business processes to be used for configurations.
<b>Activities</b>	<ol style="list-style-type: none"> <li>1. We will meet with users (specific to AM functionalities) to identify functional requirements of AM, based on their user needs. Desired functionalities of AM will drive the configurations.</li> <li>2. Document the CITY's AM functional requirements &amp; acquire validation from staff.</li> <li>3. Work with CITY staff to identify the business processes that are required to support the functional requirements.</li> <li>4. Review existing data and develop a data conversion plan.</li> </ol>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>■ Technical memorandum summarizing the CITY's AM user requirements and mapped business processes.</li> <li>■ Technical memorandum summarizing data conversion plan.</li> </ul>
Task 3: Asset Collection	
<b>Objectives</b>	The purpose of this task is to collect the asset inventory for the City's Water Treatment Plant and validate the City's Wastewater Treatment Plant.
<b>Activities</b>	<ol style="list-style-type: none"> <li>1. City will provide As Built drawings, equipment lists and submittals from construction documents for NEXGEN to review.</li> <li>2. City will provide the current WWTP asset inventory list to NEXGEN. We will field validate the asset inventory list and add any assets that are missing. NEXGEN is not intending to capture any additional attributes for each asset classes. (future phase)</li> <li>3. NEXGEN will capture WTP asset inventory in the field. We will number the assets. This will include tagging the assets with QR codes. NEXGEN will organize assets in the proper asset hierarchy for locations and classes for WTP.</li> <li>4. City review asset inventory on spreadsheet upon completion.</li> </ol>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>■ Asset Inventory Collection for WTP and validate for WWTP.</li> </ul>

<b>Task 1. Data Migration</b>	
<b>Objectives</b>	The purpose of this task is to migrate CITY's data into NEXGEN AM.
<b>Activities</b>	<ol style="list-style-type: none"> <li>1. Migrate all WWTP and WTP asset inventory into NEXGEN.</li> <li>2. Migrate existing Government Outreach work orders into NEXGEN. We have assumed that the City will associate work orders to specific asset number.</li> <li>3. CITY to review and test data migrations.</li> <li>4. NEXGEN to modify any necessary changes from testing results.</li> <li>5. CITY to sign off approving the completion of the data migrations.</li> </ol>
<b>Deliverables</b>	■ Populated data into NEXGEN AM.
<b>Task 2. Configuration</b>	
<b>Objectives</b>	The purposes of this task are to configure the NEXGEN AM to support CITY's current user needs, functional requirements and asset management best practices, and test the configuration.
<b>Activities</b>	<ol style="list-style-type: none"> <li>1. We will work with CITY's staff to configure the NEXGEN AM to support the identified business processes and asset management best practices.</li> <li>2. Migrate any existing configurations from CITY's current practices. CITY staff to test configurations and recommend any improvements.</li> <li>3. We will optimize configurations based on CITY's recommendations.</li> </ol>
<b>Deliverables</b>	■ Optimized configurations.
<b>Task 3. Training</b>	
<b>Objectives</b>	The purposes of this task are to train and deploy NEXGEN AM to CITY staff.
<b>Activities</b>	<ol style="list-style-type: none"> <li>1. Develop training/user manuals.</li> <li>2. 2 – 8 hr. on-site training prior to roll out.</li> </ol>
<b>Deliverables</b>	■ 2 (8 hr.) on-site training sessions.

## Implementation Schedule

These tasks will take 5 months to complete from Notice to Proceed

## EXHIBIT B

### HOURLY RATES

### Hourly Rates

Class	2010 Hourly Rates (\$)
Principal	\$240
Sr. Management Technologist	\$220
Associate Management Technologist	\$200
Assistant Management Technologist	\$180

### Fee Estimate

Task Name	PM	Sr. MT	MT2	MT1	(hr)	Labor (\$)	Expense	Total Cost
1. PM	60		60		120	\$ 26,400	\$ 2,640	\$ 29,040
2. User Requirements	20	20			40	\$ 9,200	\$ 2,920	\$ 12,120
3. Asset Collection	16		320		336	\$ 67,840	\$ 10,784	\$ 78,624
4. Data Migration	4	60	40	80	184	\$ 36,560	\$ 3,656	\$ 40,216
5. Configuration	4	40	60		104	\$ 21,760	\$ 4,176	\$ 25,936
6. Training		36	36		72	\$ 15,120	\$ 3,512	\$ 18,632
<b>Total =</b>	<b>104</b>	<b>156</b>	<b>516</b>	<b>80</b>	<b>856</b>	<b>\$ 176,880</b>	<b>\$ 27,688</b>	<b>\$ 204,568</b>

## EXHIBIT C

### Software License Agreement

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# NEXGEN Asset Management Software License Agreement

## *City of Tracy*

This Agreement, effective as of \_\_\_\_\_, ("Agreement") is between NEXGEN Utility Management, Inc. ("NEXGEN"), and City of Tracy ("LICENSEE"), a municipal corporation with an office at 333 Civic Center Plaza, Tracy, California, 95376.

#### RECITALS

Whereas, NEXGEN owns certain software programs, referred to collectively as the NEXGEN Asset Management® (NEXGEN AM) products; Whereas, Licensee desires to use those programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property contained in the programs.

Now, therefore, NEXGEN and Licensee agree as follows:

#### 1. DEFINITIONS

"Program(s)" means the object code version of the software programs and related documentation provided by NEXGEN to Licensee at any time under terms of this agreement.

"Users" means the number of users (i.e., the number of users using the Program at one time) permitted to use a Program.

"Domains" means the number of individual database setups that can be accessed by a Program.

#### 2. LICENSE GRANT

- License of Program(s). Subject to the terms and conditions of this Agreement NEXGEN grants Licensee a nonexclusive, nontransferable license to use the object code version of the Program(s) during the term of this Agreement.
- Limited Grant. Except as expressly set forth in this Section 2, NEXGEN grants and Licensee receives no right, title or interest in or to the Program(s) or any other deliverables provided by NEXGEN in connection with this Agreement.

#### 3. LICENSE RESTRICTIONS

- No Reverse Engineering. Licensee will not disassemble, decompile, reverse analyze, or reverse engineer the Program(s).
- No Modification. Licensee will not modify the Program(s).
- No Copying. Licensee will not copy the Program(s), in whole or in part.
- No Third Party Use. Licensee will not use the Program(s) in any manner to provide services to any third parties.



#### 4. PROPRIETARY RIGHTS

- NEXGEN Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of NEXGEN.
- Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of NEXGEN and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

#### 5. CONFIDENTIAL INFORMATION

- Definition. "Confidential Information" refers to: (i) the Program(s), including, but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of NEXGEN, including but not limited to any information relating to NEXGEN's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (iii) any information designated by NEXGEN as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential.
- Confidential Information will not include information that: (i) is in or enters the public domain without Licensee's breach of this Agreement; (ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) Licensee develops independently, which it can prove with clear and convincing written evidence.
- Confidentiality Obligations. NEXGEN and Licensee agree to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures NEXGEN and Licensee use to maintain the confidentiality of their own information of equal importance. Licensee shall hold in confidence and shall not disclose to any other party any of the Confidential Information in connection with this Agreement, or otherwise learned or obtained by Licensee in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the California Public Records Request Act. The obligations imposed by this Section shall survive any expiration or termination of this Agreement. Injunctive Relief. Licensee acknowledges that NEXGEN is a beneficiary of this Agreement and is specifically a beneficiary of this Section. Licensee further acknowledges that the Confidential Information of NEXGEN includes trade secrets of NEXGEN, the disclosure of which would cause substantial harm to NEXGEN that could not be remedied by the payment of damages alone. Accordingly, Licensee agrees that NEXGEN will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

#### 6. MAINTENANCE AND SUPPORT

Maintenance or support is provided assuming the LICENSEE pays the annual maintenance and support fees in advance. Any new versions or modules of software provided to Licensee are automatically licensed according to provisions of this Agreement.



## 7. LIMITATIONS OF LIABILITY

- Licensee agrees that, as material consideration for NEXGEN extending to Licensee the license rights provided herein, in no event will NEXGEN be liable to Licensee or any third party under this Agreement for any Direct, Indirect, Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not NEXGEN has been advised of the possibility of such damage.
- The parties have agreed that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## 8. TERM AND TERMINATION

- Term. This Agreement shall be for the period of one year from the effective date above and shall automatically renew for one year periods. This Agreement may be terminated by NEXGEN at any time at its sole discretion for any reason including but not limited to: (i) Licensee breaches any material term or condition of this Agreement; (ii) Licensee becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) Licensee becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Licensee may also terminate this Agreement by providing NEXGEN sixty (60) days written notice.
- Effect of Termination. On termination of this Agreement, Licensee will immediately return to NEXGEN or (at NEXGEN's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to NEXGEN in writing that it has done so.
- Survival. The provisions of Sections 4 (Proprietary Rights) and 6 (Confidential Information) will survive termination of this Agreement for any reason.
- Nonexclusive Remedy. The exercise by NEXGEN of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## 9. GENERAL PROVISIONS

- Assignment. The parties shall not assign this Agreement, and any attempted assignment shall be void.
- Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by NEXGEN and Licensee.
- Conflicting Terms. Purchase orders or similar documents relating to the Program(s) will have no effect on the terms of this Agreement.
- Notices. All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.



- **Severability.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
- **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- **Entire Agreement.** This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.
- **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements entered into, and to be performed entirely, within California between California residents.

**10. SOFTWARE COST**

- **Software License.** Licensee has chosen to begin at the NEXGEN Cloud 220, where it will be hosted at Amazon Web Services. If the Licensee exceeds the monthly storage limit or data transfer limit, they will automatically be increased to the next tier and will be billed accordingly.
- **Annual Cost.** This annual cost from 2018-2023 are presented based on the 3 tiers.

Tier	Concurrent Users	Storage Limit	Data Transfer Limit	One Time Cost	2018 Cost (\$)
1. NEXGEN Cloud 220 (2TB/20GB)	10	2 TB	20 GB/Month	\$3,000	\$17,500
2. NEXGEN Cloud 330 (3TB/30GB)	10	3 TB	30 GB/Month	\$3,000	\$20,000
3. NEXGEN Cloud 440 (4TB/40GB)	10	4 TB	40 GB/Month	\$3,000	\$22,000

Tier	2019 Cost (\$)	2020 Cost (\$)	2021 Cost (\$)	2022 Cost (\$)	2023 Cost (\$)
1. NEXGEN Cloud 220 (2TB/20GB)	\$18,375	\$19,294	\$20,258	\$21,271	\$22,335
2. NEXGEN Cloud 330 (3TB/30GB)	\$21,000	\$22,050	\$23,153	\$24,310	\$25,526
3. NEXGEN Cloud 440 (4TB/40GB)	\$23,100	\$24,255	\$25,468	\$26,741	\$28,078





In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

NEXGEN Utility Management, Inc.  
(NEXGEN Asset Management)

LICENSEE

By: 

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

Name: Vincent Yee, P.E.

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 1/12/18

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



RESOLUTION 2018-\_\_\_\_

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NEXGEN ASSET MANAGEMENT OF SACRAMENTO, CALIFORNIA AND SOFTWARE LICENSE AGREEMENT FOR A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM FOR THE UTILITIES DEPARTMENT, CIP 74094

WHEREAS, The Computerized Maintenance Management System (CMMS) is an approved Capital Improvement Project, CIP 74094. This CMMS system will help organize asset data for maintenance of John Jones Water Treatment and Wastewater Treatment plant facilities, and

WHEREAS, In order to perform data migration and convert existing databases to the new systems, configuration of business process for the new software and setup of new software, the services of the consultant are needed, and

WHEREAS, On July 28, 2017, the City issued a Request for Proposals (RFP) to qualified consultants to provide professional services related to implementation of CMMS system, and the RFP was also posted on the City’s website, and

WHEREAS, On August 30, 2017, three proposals were received, and

WHEREAS, Staff evaluated the proposals and found Nexgen Asset Management of Sacramento, California, to be the most qualified consultant to complete this work, and

WHEREAS, Staff negotiated with Nexgen Asset Management to provide professional services for this project on a time and material basis, for a not-to-exceed amount of \$204,568;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Nexgen Asset Management of Sacramento, CA, in an amount not-to-exceed \$204,568, and a Software License Agreement for CMMS Project – CIP 74094.

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_ was passed and adopted by the Tracy City Council on the 6<sup>th</sup> day of February, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 1.C

REQUEST

**AUTHORIZE THE PURCHASE OF TWO TRAFFIC MOTORCYCLES (2018 R1200 RTP) AND THE PURCHASE AND INSTALLATION OF ASSOCIATED EMERGENCY EQUIPMENT FROM LONG BEACH BMW MOTORCYCLES OF LONG BEACH, CALIFORNIA, UNDER A COOPERATIVE PURCHASING AGREEMENT WITH THE COUNTY OF LOS ANGELES, CALIFORNIA**

EXECUTIVE SUMMARY

The Police Department needs to replace two existing Harley Davidson Electra Glide motorcycles in the fleet. The Department seeks to replace them with two BMW 1200 RTP motorcycles purchased from Long Beach BMW Motorcycles through a cooperative purchasing agreement with the County of Los Angeles, which will be assigned to the Traffic Unit and equipped for traffic enforcement operations. The associated emergency equipment, to match or exceed existing vehicles and standards, will be purchased and installed by Long Beach BMW Motorcycles.

DISCUSSION

The 2017-2018 fiscal year budget provides designated funds for replacement of police motorcycles, including the purchase and outfitting of two BMW 1200 RTP traffic motorcycles. Under the prior program, the City would purchase three Electra Glide Harley Davidson motorcycles every two years from Mitchell's Harley Davidson. The following year the City would then purchase two additional Electra Glide Harley Davidson motorcycles. With each purchase, Mitchell's Harley Davidson offered a reasonable trade-in value for the previous models. The new motorcycles are then retrofitted at an additional cost with existing or new emergency equipment using outside vendors/technicians. If the City stays in its prior program, it is estimated it will cost the City approximately \$183,000.00 over a six-year timespan.

The goal is to implement a new program through which the BMW 1200 RTP motorcycles would be retained for a period of six-plus years. In addition, this program would significantly reduce the cost of operating the motorcycles while improving the quality of the equipment and increasing the safety of the motor officers and their productivity.

After reviewing the past performance of the Harley Davidson Electra Glide motorcycles there are concerns in the area of safety, performance, reliability, along with the cost of retrofitting of safety equipment. These areas of concern are due to the Harley Davidson motorcycles being specifically designed for the civilian market. A staff workgroup was formed to consider other options. Research was conducted both in person with different motorcycles, as well as reviewing performance reports and feedback from other police departments. The workgroup recommended a transition to the BMW 1200 RTP which is specifically designed and integrated with safety features and traffic enforcement packages for law enforcement. The BMW 1200 RTP was selected due to cost considerations as well as the fact that it meets or exceeds safety and performance standards.

Staff contacted Long Beach BMW Motorcycles in Long Beach, CA, which has a cooperative purchasing agreement with the County of Los Angeles, California, for the specific motorcycles mentioned above. (REQUISITION NO. RQN-SH-15021732; QUOTATION NO. RFB-IS-15200787.)

The motorcycles are available for orders by other public agencies under the existing agreement and would be more cost effective than a replacement with a Harley Davidson Electra Glide, as previously prescribed.

Staff is requesting that Council approve the purchase of two BMW 1200 RTP motorcycles from Long Beach BMW Motorcycles under a cooperative purchasing agreement with the County of Los Angeles, California, as allowed under Tracy Municipal Code Section 2.20.220 of the City's Municipal Code (the Purchasing Ordinance).

#### STRATEGIC PLAN

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

#### FISCAL IMPACT

This purchase is a budgeted item for FY2017-18 for \$64,000 (\$32,000 each) and is within the budgeted amount.

#### RECOMMENDATION

Staff recommends the City Council approve, by resolution, the purchase of two BMW 1200 RTP motorcycles along with the purchase and installation of associated emergency equipment from Long Beach BMW Motorcycles of Long Beach, California, under a cooperative purchasing agreement with the County of Los Angeles, California in the combined amount not to exceed \$64,000, from the approved 2017-2018 fiscal year budget.

Prepared by: Kami Ysit, Lieutenant

Reviewed by: Larry Esquivel, Chief of Police  
Karin Schnaider, Finance Director  
Kuldeep Sharma - Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

ATTACHMENT A: Long Beach BMW Motorcycles Buyer's Order

**LONG BEACH BMW MOTORCYCLES**

2125 E. SPRING STREET  
 LONG BEACH CA 90806  
 562-426-1200

CITY OF TRACY

**Buyer's Order**

Date 11/27/2017

Order No.

Salesman

1000 CIVIC CENTER DR.  
 TRACY CA 95376

H W C

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

**Unit Information**

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2018	BMW	R1200RTP		POLICE3	\$28,646.51

Options:

Manufacturer Retail Price	\$0.00
	(\$28,646.51)
Dealer Unit Price	\$28,646.51
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep / Rigging Fee	\$0.00

Tire Fee \$3.50

CVR Registration \$29.00

<b>Cash Price</b>	\$28,679.01
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
<b>Net Sale</b> (Cash Price - Net Trade)	\$28,679.01
Sales Tax	\$2,369.93
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$80.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Notes:

Trade Information

Total Other Charges	\$2,449.93
<b>Sub Total</b> (Net Sale + Other Charges)	\$31,128.94
Cash Down Payment	\$31,128.94
<b>Amount to Pay/Finance</b>	\$0.00

**Monthly Payment of \$0.00 For 0 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

Thank You for Your Business!

RESOLUTION \_\_\_\_\_

AUTHORIZING THE PURCHASE OF  
TWO BMW 1200 RTP MOTORCYCLES AND THE PURCHASE AND INSTALLATION OF  
ASSOCIATED EMERGENCY EQUIPMENT FROM  
LONG BEACH BMW MOTORCYCLES OF LONG BEACH, CALIFORNIA, UNDER A  
COOPERATIVE PURCHASING AGREEMENT THROUGH THE COUNTY OF LOS ANGELES,  
CALIFORNIA

WHEREAS, The procurement of replacement police motorcycles including the purchase and outfitting of motorcycles with associated emergency equipment has been budgeted in the 2017-2018 fiscal year vehicle replacement budget, and

WHEREAS, Staff recommends that outgoing motorcycles be replaced with two BMW 1200 RTP motorcycles, and

WHEREAS, Long Beach BMW Motorcycles of Long Beach, CA, is able to provide the motorcycles with custom specifications and emergency equipment, and

WHEREAS, These motorcycles are available to purchase under a cooperative purchasing agreement with the County of Los Angeles, California as authorized under Tracy Municipal Code section 2.20.220 (the Purchasing Ordinance);

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the purchase of two BMW 1200 RTP motorcycles from Long Beach BMW Motorcycles, Long Beach, California in an amount not to exceed \$32,000 per vehicle.

\* \* \* \* \*

The foregoing Resolution \_\_\_\_\_ is hereby passed and adopted by the Tracy City Council this \_\_\_\_\_ day \_\_\_\_\_, 2018, by the following vote:

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

\_\_\_\_\_  
Mayor

ATTEST:

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

AGENDA ITEM 1.D

REQUEST

**THAT THE CITY COUNCIL OF THE CITY OF TRACY, ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY, APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 18-19**

EXECUTIVE SUMMARY

The City of Tracy has elected to act as the Successor Agency to the former City of Tracy Community Development Agency following the dissolution of redevelopment agencies by the California State Legislature in February 2012. The attached Recognized Obligation Payment Schedule (ROPS) lists the Enforceable Obligations proposed for payment by the Successor Agency for the period July 1, 2018, through June 30, 2019, as required by law.

DISCUSSION

Effective February 1, 2012, the State of California dissolved redevelopment agencies through the passage of Assembly Bill X1 26 and replaced them with successor agencies responsible for the wind-down of the former redevelopment agencies. The City of Tracy City Council elected to have the City of Tracy serve as the successor agency to the former City of Tracy Community Development Agency (CDA). The City Council acts as the Governing Board of the successor agency. ABX1 26 also redirected the tax increment funding previously received by the CDA to a Redevelopment Property Tax Trust Fund (RPTTF) held by the County.

The Successor Agency previously approved an Enforceable Obligation Payment Schedule (EOPS) which listed various financial obligations of the City's former CDA including such items as required payments on existing bonds, bond trustee costs and other obligations. This EOPS, once recognized by the state, became the basis for the Recognized Obligation Payment Schedule (ROPS). Beginning in 2016, the law requires that successor agencies adopt an annual ROPS that lists all enforceable obligations proposed for payment in the subsequent fiscal year. Funds once received by the CDA, now held in the RPTTF, are used to fund the ROPS. Any excess funds remaining in the RPTTF are then disbursed to the other taxing agencies (e.g. schools, special districts, city & county) who would have otherwise received the property taxes had the CDA not existed. Funds are disbursed on a pro-rata basis with the City of Tracy receiving approximately 17% of the remaining RPTTF. Attached is the ROPS 18-19 for the period July 1, 2018, through June 30, 2019.

The table below summarizes the obligations and amounts of RPTTF requested for the ROPS period. The maximum administrative cost allowance (ACA) and associated expense is \$250,000 annually; however only actual administrative costs and expenses are reimbursable. The ACA request has been lowered to reflect the wind-down of activities. Furthermore, all funding is subject to the availability of RPTTF funds during the ROPS period.

This ROPS also requests RPTTF funding for the initial installment of the repayment of the Supplemental Education Revenue Augmentation Fund (SERAF) loan between the Successor Agency and the City of Tracy.

Description	Maturity	18-19A	18-19B	Total
2016 Tax Allocation Bonds – Principal	2033	1,445,000		1,445,000
2016 Tax Allocation Bonds – Interest	2033	1,422,550		1,422,550
2007 Bonds	2038	400,000		400,000
Debt Service Fees		2,000		2,000
Administrative Costs		75,000	75,000	150,000
SERAF Loan Repayment		1,054,915		1,054,915
Total RPTTF Request		4,399,465	75,000	4,474,465

### STRATEGIC PLAN

This item does not apply to the City Council's Strategic Plans.

### FISCAL IMPACT

This resolution approves the funding of obligations from the former Community Development Agency for the repayment of a debt to the City's Low-Moderate Income Housing Fund. The funds received are restricted to Low-Moderate Housing projects within the City of Tracy. The payment obligation will be collected and transferred to the LMIHF fund over three years.

The remaining recognized obligations have no fiscal impact to the City's General Fund. Recognized obligations are paid from property tax revenue that previously was allocated to the Tracy Community Development Agency and now held by the County in the RPTTF.

### RECOMMENDATION

It is recommended that the City Council, acting in its capacity as the Governing Board of the Successor Agency to the former City of Tracy Community Development Agency, approve, by resolution, the Recognized Obligation Payment Schedule of the former Tracy Community Development Agency for the period July 1, 2018, through June 30, 2019.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director  
Thomas Watson, Successor Agency Counsel  
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim Executive Director

### ATTACHMENTS

Attachment A – ROPS 18-19



# ATTACHMENT A

## Amended Recognized Obligation Payment Schedule (ROPS 17-18B) - Summary

Filed for the January 1, 2018 through June 30, 2018 Period

Successor Agency: Tracy  
 County: San Joaquin

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 17-18B Authorized Amounts	ROPS 17-18B Requested Adjustments	ROPS 17-18B Amended Total
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 77,000</b>	<b>\$ 1,054,915</b>	<b>\$ 1,131,915</b>
F RPTTF	2,000	1,054,915	1,056,915
G Administrative RPTTF	75,000	-	75,000
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 77,000</b>	<b>\$ 1,054,915</b>	<b>\$ 1,131,915</b>

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

\_\_\_\_\_  
 Name Title  
 /s/ \_\_\_\_\_  
 Signature Date



RESOLUTION \_\_\_\_\_

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby approves the ROPS 18-19 which contains the Successor Agency Administrative Cost Estimates.

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

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

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

Resolution \_\_\_\_\_  
Page 2

ADOPTED February 6th, 2018 by the City Council of the City of Tracy, acting in its capacity as the Governing Board of the Successor Agency to the Community Development Agency of the City of Tracy, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Successor Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Successor Agency Counsel

AGENDA ITEM 1.E

REQUEST

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR THE CITYWIDE WATER SYSTEM MASTER PLAN UPDATE FOR THE AMOUNT NOT TO EXCEED \$399,100, AUTHORIZE THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS NOT TO EXCEED \$39,900, IF NEEDED, AND APPROVE AN APPROPRIATION OF \$439,000 FOR CAPITAL IMPROVEMENT PROJECT 75159 IN FY 2017-18.**

EXECUTIVE SUMMARY

This agenda item requests City Council's approval of a Professional Services Agreement (PSA) and funding for the Citywide Water Master Plan Update. This Contract will require an appropriation of \$439,000 from Fund 365 reserves to CIP 75159.

DISCUSSION

The Citywide Water System Master Plan is a planning level document that outlines existing water system facilities and upgrades needed to accommodate water system demand within the City's Sphere of Influence under a fully developed condition. The current Citywide Water System Master Plan was prepared by West Yost Associates and was adopted by City Council in early 2013 to provide a comprehensive planning document that identifies the required improvements to the existing Water System to accommodate new growth consistent within 2011 General Plan Update. However, recent development patterns and forecasts have revised the growth estimates, creating the need for an update to the Citywide Water System Master Plan.

The master plan update will also reflect changes and refinements in water system infrastructure planning approaches and water demand/usage factors for some areas and new regulatory requirements that have been adopted at the State and local level.

On October 24, 2016, the City issued a Request for Proposals (RFP) for the Citywide Water Master Plan Update. Proposals were received from the following consultants:

West Yost Associates, Pleasanton, California  
Erler & Kalinowski, Inc. Consulting Engineers, Burlingame, California

Staff determined that West Yost Associates' proposal was the most responsive to the City's needs. After detailed discussions with the consultant, the following scope of work for the PSA was negotiated, with a not-to-exceed cost of \$399,100:

1. Update the City's 2012 Citywide Water System Master Plan.
2. Provide support services related to future water system infrastructure.
3. Update funding options to construct the required infrastructure improvements.

4. Provide technical information and support to the City's EIR consultant for the preparation of the required EIR document to support the adoption of the Citywide Water System Master Plan Update.
5. Update Tracy Gateway water demand and recommended water infrastructure based upon revised planning assumptions. New developer to contribute to TIMP fund.
6. Update the City's water system hydraulic model to include recent improvements to the City's water distribution and infrastructure system.
7. Identify system deficiencies created by the new developments and provide recommendations for system improvements to comply with the as-built conditions to date.
8. Update recommended and prioritized Capital Improvement Program (CIP) for required potable water infrastructure improvements.
9. Provide technical information and support to the City's Impact Fee consultant for the preparation of the Nexus Study that will follow the adoption of the Citywide Water System Master Plan Update.
10. Review and update the City's water system design standards and standard plans related to the new developments.

#### STRATEGIC PLAN

The agenda item will address city amenities and facility usage with an emphasis on community demand, accessibility, and cost recovery. The agenda item will help ensure that development and redevelopment adhere to basic principles of high quality urban design.

#### FISCAL IMPACT

Fiscal impact of the PSA with West Yost Associates for the Citywide Water System Master Plan Update will be \$439,000. This contract will require an appropriation of \$439,000 to be allocated from Tracy Infrastructure Master Plan (TIMP) Fund 365 reserves to CIP 75159 for FY 2017-18. Future year's budgets will reflect additional contract expenses. There are sufficient resources available for this request as identified in TIMP Fund 365.

#### RECOMMENDATION

Staff recommends that City Council, by resolution, approve a PSA with West Yost Associates, for the amount not to exceed \$399,100, authorize the City Manager to execute future amendments to the PSA that shall not exceed \$39,900, if needed, and approve an appropriation of \$439,000 for CIP 75159 in FY 2017-18.

Prepared by: Paul Verma, Senior Civil Engineer

Agenda Item 1.E  
February 6, 2018  
Page 3

Reviewed by: Robert Armijo, PE, City Engineer  
Andrew Malik, Development Services Director  
Karin Schnaider, Finance Director  
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

ATTACHMENTS

Attachment A – PSA West Yost Associates

**City of Tracy**  
**PROFESSIONAL SERVICES AGREEMENT**  
**CITYWIDE WATER SYSTEM MASTER PLAN UPDATE**

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and West Yost Associates & Associates, Inc., a California corporation (Consultant).

**Recitals**

- A. Consultant is a Registered Professional Engineer.
- B. Professional engineering services are needed to update the Citywide Water System Master Plan to reflect recent development in the City.
- C. On October 24, 2016, City issued a Request for Proposals for the Citywide Water System Master Plan Update. On January 11, 2017, Consultant submitted its proposal to perform the services described in this Agreement. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

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

1. **Scope of Services.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Elizabeth Drayer. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
3. **Compensation.**
  - 3.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and materials basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's Fee Schedule is subject to change annually, effective on January 1 of each year to accommodate a maximum annual rate increase of 5%. Consultant's fee for this Agreement is Not to Exceed \$399,100. Consultant's billing rates shall cover all costs and expenses, except for actual costs incurred for items specified in Exhibit "B," for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.



**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**3.3 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

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

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

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

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.3 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**5.4 Workers' Compensation** coverage shall be maintained as required by the State of California.

**5.5 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**5.6.2** For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

**5.7 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material

change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.8 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.9 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

**5.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 Consultant's Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**9. Miscellaneous.**

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

To City:

Paul Verma  
City of Tracy Development Services  
333 Civic Center Plaza

To Consultant:

Elizabeth Drayer  
West Yost Associates  
6800 Knoll Center Parkway, Suite 150

Tracy, CA 95376

Pleasanton, CA 94566

With a copy to:

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

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

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

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

**9.4 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**9.5 Assignment and Delegation.** Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

**9.6 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**9.7 Compliance with the Law.** Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

**9.8 Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract.

**9.9 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**9.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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

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

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

**City of Tracy**

\_\_\_\_\_  
By: Robert Rickman  
Title: Mayor

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

Approved by City Council on January 16,  
2018 by Resolution No. 2018-\_\_\_\_\_.

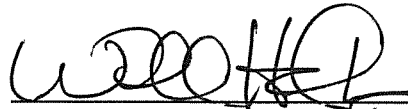
Attest:

\_\_\_\_\_  
Adrienne Richardson, Interim City Clerk

Approved as to form:

\_\_\_\_\_  
Thomas Watson, City Attorney

**Consultant**  
West Yost & Associates


  
By: W. Franklin Helmick

Title: Vice President

Date: 12/21/17

Federal Employer Tax ID No.

68-0370826



By: Dianne L. Lee

Title: VP, Board Secretary

Date: 12/21/17

**Exhibits:**

- A Scope of Services, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

**Exhibit A  
City of Tracy  
Citywide Water System Master Plan Update  
Scope of Services**

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**PROJECT OVERVIEW**

West Yost has prepared the following Scope of Work for the City of Tracy (City) Citywide Water System Master Plan Update. The scope of work includes the following six tasks:

- Task 1: Water Master Plan Update
- Task 2: Water System Planning Support
- Task 3: Water System Standards Update
- Task 4: Funding Support
- Task 5: Technical Support to the City’s EIR Consultant
- Task 6: Project Management, Coordination, and Quality Assurance/Quality Control

For each task, the task objective, a description of the subtasks, data requirements and task deliverables are described below. A detailed project schedule showing the inter-relationship and timing of each of the tasks is also provided, along with the proposed project budget presented on a task-by-task basis.

**SCOPE OF WORK**

**Task 1: Water Master Plan Update**

Subtask 1.1 Update Land Use Projections and Future Development Plans

Working with the City Planning staff, West Yost will update the City’s land use projections and development plans for proposed projects within the City’s General Plan area. This will include refinement of remaining residential dwelling units and acres of non-residential development in previously approved development projects, as well as the planned number of residential dwelling units and acres of non-residential development for anticipated future development projects within the City’s water service area and pressure zones. To the extent possible, if appropriate data are available, West Yost will also establish the timing of future development projects (e.g., near-term projects planned for the next 8 to 10 years) to help with the prioritization of future water system improvements.

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*Task 1 Objective: To update the City’s Water System Master Plan based on revised planning projections and changing water use trends to refine the recommended timing and sizing of water system improvements to meet existing, near-term (2025) and buildout demand conditions*

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**Exhibit A**  
**City of Tracy**  
**Citywide Water System Master Plan Update**  
**Scope of Services**

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It is assumed that the following data will be provided by the City:

- Summary spreadsheet documenting current development status of approved and/or on-going development projects (e.g., number and type of dwelling units for residential projects and/or acres and type of non-residential development remaining to be developed)
- Summary spreadsheet documenting planning assumptions for each of the anticipated future development projects:
  - Number of planned residential dwelling units, density (e.g., low density, medium density, etc. and assumed occupancy (persons per dwelling unit by residential density type)
  - Acres and type of planned non-residential development
  - If available, anticipated timing of future development projects (e.g., near-term (by 2025) or long-term)

**Deliverables:** Draft update of Master Plan Chapter 3 (General Plan Buildout Land Use Assumptions) for review and comment; finalized Chapter 3 to be included in Master Plan Update Draft Report (see Subtask 1.7).

Subtask 1.2 Update Potable and Recycled Water Demand Projections

West Yost will review and evaluate potable water demands for existing water customers and develop potable water demands for proposed new developments (based on development plans from Subtask 1.1) taking into consideration future plumbing changes and landscaping standards (e.g., MWELo) that may reduce future potable water use. Potable water demand assumptions included in the City's 2015 Urban Water Management Plan (UWMP) will be reviewed and incorporated as applicable. Recycled water demands for proposed new developments (based on development plans from Subtask 1.1), and the ability to offset projected future potable water demands, will be evaluated. Recycled water demands included in the City's 2015 UWMP will be reviewed, as well as recycled water demands associated with the first phase of the recycled water system currently under design. Both near-term (2025) and buildout potable and recycled water demand projections will be established for use in evaluating the future system needs.

Once the projected potable and recycled water demands have been determined, a workshop will be conducted to present the demand projection methodology and resulting projected potable and recycled water demands (see Subtask 1.6).

It is assumed that the following data will be provided by the City:

- 2015, 2016 and 2017 monthly water production data (by water supply source);
- 2015, 2016 and 2017 monthly metered water consumption (billing) data to evaluate recent water use trends and patterns (by account number, including APN, meter address, and user type information); and

**Exhibit A**  
**City of Tracy**  
**Citywide Water System Master Plan Update**  
**Scope of Services**

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- 2010 to 2017 maximum day demand date and corresponding water production for that date within each year.

**Deliverables:** Draft update of Master Plan Chapter 4 (Existing and Future Buildout Demands) with existing, near-term (2025), and buildout water demand projections for review and comment; finalized Chapter 4 to be included in Master Plan Update Draft Report (see Subtask 1.7).

Subtask 1.3 Update Potable and Recycled Water Hydraulic Models

West Yost will update the City’s potable water hydraulic model to include recently completed Capital Improvement Projects, and refine the City’s recycled water hydraulic model to be consistent with the first phase of the recycled water system currently being designed. Potable water and recycled water demands will also be updated in the hydraulic models based on data received and developed in Subtask 1.2.

It is assumed that the following data will be provided by the City:

- Information (e.g., alignments, diameters, etc.) for new pipelines/facilities constructed since the 2012 Water System Master Plan was completed. It is assumed that information for these new pipelines/facilities will be provided in GIS file format and that any effort required to review as-built plans to confirm areas in question will be completed by City staff.

**Deliverables:** No specific deliverables anticipated for this task. Updated hydraulic models will be used to conduct the system analyses described in Subtask 1.4.

Subtask 1.4 Conduct System Analysis under Existing, Near-Term (2025), and Buildout Demand Conditions

Before beginning the system analyses, West Yost will review the key performance and operational criteria with City staff (e.g., fire flow requirements by land use designation) to confirm their validity for the system analyses. It is assumed that there will not be any major changes to Chapter 6 (System Performance and Operational Criteria) of the 2012 Water System Master Plan.

West Yost will use the updated potable and recycled water hydraulic models to conduct analyses of the City’s potable and recycled water systems under existing, near-term (approximately 2025), and buildout demand conditions to identify what system improvements will be required to meet the City’s performance and operational criteria. The purpose of the near-term scenario will be to assist with the prioritization of future water system improvements based on developments that are planned to move forward or be substantially complete in the next 8 to 10 years.

Once the analyses have been completed and draft recommended potable and recycled water improvements have been identified, a workshop will be conducted to present the findings and recommendations (see Subtask 1.6).

**Deliverables:** Draft updates of Chapter 6 (System Performance and Operational Criteria), Chapter 7 (Existing Potable Water System Evaluation), Chapter 8 (Buildout Potable Water System Evaluation) and

**Exhibit A**  
**City of Tracy**  
**Citywide Water System Master Plan Update**  
**Scope of Services**

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**Chapter 9 (Buildout Recycled Water System Evaluation) for review and comment; finalized chapters to be included in the Master Plan Update Draft Report (see Subtask 1.7).**

Subtask 1.5 Develop Recommended Capital Improvement Program (CIP)

Based on the findings of Subtask 1.4, West Yost will develop a recommended CIP. An opinion of probable construction cost for recommended improvements will be developed, and recommendations will be prioritized based on the required existing, near-term or buildout timing.

**Deliverables: Draft update of Chapter 10 (Recommended Capital Improvement Program) for review and comment; finalized Chapter 10 to be included in the Master Plan Update Draft Report (see Subtask 1.7).**

Subtask 1.6 Conduct Stakeholder Workshops

West Yost will coordinate closely with City staff, stakeholders and other City consultants throughout the project. Two workshops are anticipated at key project milestones: one workshop will be conducted once the potable and recycled water demand projections have been developed (Subtask 1.2); and one workshop will be conducted once the system analyses has been completed (Subtask 1.4). Objectives for the workshops will be to present the analyses completed and solicit input from workshop attendees to achieve consensus on planning assumptions, findings, and recommendations.

**Deliverables: For each workshop, a workshop agenda, PowerPoint presentation, and workshop notes will be prepared.**

Subtask 1.7 Prepare Citywide Water System Master Plan Update Report

A Draft Report containing the draft chapters prepared in the above tasks, and updates to the remaining Master Plan chapters<sup>1</sup>, will be prepared and submitted to the City for review and comment. A conference call will be held with City staff and key stakeholders to receive and discuss comments on the Draft Report. Following receipt of all comments, a Final Report will be prepared and submitted to the City.

**Deliverables: Draft Report for review and comment (1 PDF copy and ten (10) hard copies); Final Report (1 PDF copy and ten (10) hard copies).**

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<sup>1</sup> Executive Summary, Chapter 1 (Introduction), Chapter 2 (Water Supply and Infrastructure System Objectives, Goals, and Recommendations), and Chapter 5 (Existing and Future Water Supplies).



**Exhibit A**  
**City of Tracy**  
**Citywide Water System Master Plan Update**  
**Scope of Services**

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**Task 2: Water System Planning Support**

Subtask 2.1 Prepare SB610/SB221 Water Supply Assessments (WSAs)

Under this task, West Yost will prepare SB610/SB221 WSAs for proposed development projects. SB610 WSAs are generally required for proposed projects with 500 or more residential dwelling units, large commercial or industrial development, or a proposed development which will result in a water demand equal to 500 or more residential dwelling units. SB221 Written Verifications of Water Supply are generally required for residential subdivisions with 500 or more dwelling units.

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*Task 2 Objective: To provide planning and engineering support to the City as proposed projects proceed beyond the Master Planning stage and require additional, more detailed analyses to confirm that adequate water supplies and infrastructure are available to meet the needs of the proposed project without impacting the City's existing water customers*

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The preparation of SB610/SB221 WSAs requires specific analysis of the projected water demand for the proposed project and if the City's existing and planned water supplies are adequate to meet the City's projected water demands, including those associated with the proposed project under normal, single dry and multiple dry year hydrologic conditions over a 25-year period. WSAs will be coordinated closely with the City's adopted 2015 UWMP whenever possible.

Typical tasks to prepare a WSA include close coordination with the City and proposed project proponents to determine the specific water demands and water supplies for the proposed project to prepare a Draft WSA, coordination with the consultant preparing the Draft EIR for the proposed project so that the key findings of the WSA are appropriately reflected in the Draft EIR, and finalization of the WSA for adoption by City Council and inclusion in the Final EIR for the proposed project.

Our cost proposal includes the estimated level of effort and cost for preparing up to two (2) SB610/SB221 WSAs assuming that the proposed projects that are the subject of the WSAs are relatively straight-forward and are included in the City's 2015 UWMP. The level of effort required to prepare a WSA can vary greatly based on the complexity of the proposed project. If the projects requiring WSAs are more complex and require additional level of effort, this can be provided with approval of a budget augmentation by the City.

**Deliverables:** For each requested WSA, an Administrative Draft WSA will be prepared and submitted for review and comment, a Draft WSA will be prepared and submitted for inclusion in the Draft EIR for the proposed project, and a Final WSA will be prepared for adoption by City Council and inclusion in the Final EIR for the proposed project.

**Exhibit A**  
**City of Tracy**  
**Citywide Water System Master Plan Update**  
**Scope of Services**

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Subtask 2.2 Prepare Hydraulic Capacity Studies

Under this task, West Yost will prepare hydraulic capacity studies for proposed new development projects to confirm that the City's existing water system can adequately serve the project. For each analysis, demands for the new project will be inserted into the hydraulic model along with any proposed new backbone infrastructure and the model is evaluated under maximum day plus fire flow and peak hour demand conditions to confirm that the needs of the project can be met while meeting the City's established performance criteria.

For each such analysis, a draft technical memorandum will be prepared which describes the evaluation and any recommendations. Following receipt of comments from the City and project proponents, the technical memorandum will be finalized. These analyses will be performed using the 'developer model' version of the City's water system hydraulic model which simulates the City's existing water system demands and facilities and the proposed new developments as they are being brought forward for City approval. This allows for the new developments to be evaluated on both an individual and cumulative basis to determine system impacts and needed improvements.

Our cost proposal includes an approximate level of effort and cost for preparing a single hydraulic capacity study assuming that the proposed project that is the subject of the hydraulic capacity study is relatively straight-forward and anticipated water demands and infrastructure requirements are generally consistent with assumptions contained in the Water System Master Plan. The level of effort to prepare a hydraulic capacity study can vary greatly based on the complexity of the proposed project. If the hydraulic analyses are more complex and require additional level of effort, this can be provided with approval of a budget augmentation by the City.

**Deliverables:** For the requested hydraulic capacity study, a Draft TM will be prepared and submitted for review and comment. Following receipt of comments, a Final TM will be prepared and submitted.

Subtask 2.3 Assist with Identification and Acquisition of New Water Supplies

As new development projects are being proposed, additional water supplies may be required. Under this task, West Yost will work with City staff to identify and/or acquire new water supplies or increase the availability and reliability of existing water supplies. The level of effort to identify and/or acquire new water supplies can vary greatly depending on project-specific circumstances. For budgeting purposes, our cost proposal includes 40 hours of senior-level engineering support.

**Deliverables:** Specific deliverables to be determined in coordinated with City staff.

Subtask 2.4 Provide Training on the City's Water System Hydraulic Model

Under this task, West Yost will provide training on the City's water system hydraulic model by conducting an in-person training session with key City staff to discuss the model set-up and protocols for model update and scenario organization. It is envisioned that an initial training session will be conducted, and may be followed up with one or more focused training sessions for specific City staff. On-call model support can also be provided as requested.

**Exhibit A  
City of Tracy  
Citywide Water System Master Plan Update  
Scope of Services**



For budgeting purposes, our cost proposal includes hours to prepare for and conduct one (1) half-day training session and two (2) two-hour focused training sessions, and provide up to 24 hours of on-call model support.

**Deliverables: Training agenda and handouts.**

**Task 3: Water System Standards Update**

Task 3.1 Update Water System Standards

Under this task, West Yost will review and provide recommendations for the update of the City’s water system standards, including the following:

- City of Tracy Design Standards related to the Water System;
- City of Tracy Standard Specifications related to the Water System; and
- City of Tracy Standard Plans related to the Water System.

*Task 3 Objective: To assist the City’s Engineering Department with review and update of the City water system standards*

For budgeting purposes, the update of the City’s water system standards has been assumed to consist of approximately 100 hours of senior-level engineering effort, equivalent to a total budget of \$25,000. If additional effort is required beyond this budget, such effort can be provided with approval of a budget augmentation by the City.

**Deliverables: Draft recommendations for update of the City’s water system standards for review and comment; final recommendations.**

**Task 4: Funding Support**

Subtask 4.1 Review Available Funding Mechanisms

Many different funding programs are available to help fund projects; however, funding must be tailored to the specific project needs and characteristics. West Yost will work with City staff to identify and match up potential funding mechanisms with the specific water system improvements recommended in the updated Water System Master Plan. For budgeting purposes, review of funding mechanisms has been assumed to consist of 30 hours of senior-level engineering support.

*Task 4 Objective: To assist the City in the identification of potential funding mechanisms and support the City’s Impact Fee consultant in the refinement of development impact fees*

**Deliverables: No specific deliverables anticipated for this task; identified funding mechanisms will be documented in the technical memorandum to be prepared in Subtask 4.2.**

**Exhibit A**  
**City of Tracy**  
**Citywide Water System Master Plan Update**  
**Scope of Services**

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Subtask 4.2 Assist with Selecting of Funding Programs for Specific Projects

Under this task, West Yost will work with City staff to select appropriate funding programs for specific water system improvements recommended in the updated Water System Master Plan. It has been assumed that a short technical memorandum will be prepared to document the recommended funding programs for specific water system improvements. For budgeting purposes, assistance with selecting of funding programs for specific projects has been assumed to consist of 30 hours of senior-level engineering support.

As is it unclear at this time what specific funding may be required, the preparation of specific grant applications is not included in this scope of work or budget, but can be provided with approval of a budget augmentation by the City.

**Deliverables: Draft technical memorandum documenting recommended funding programs for review and comment; final technical memorandum.**

Subtask 4.3 Support Refinement of Development Impact Fees

Under this task, West Yost will provide technical support to the City's impact fee consultant in the refinement of the City's development impact fees. Support will be provided via telephone and/or email as requested so that the appropriate information from the updated Water System Master Plan is incorporated into the updated impact fee analysis. For budgeting purposes, support for the refinement of development impact fees has been assumed to consist of 30 hours of senior-level engineering support.

**Deliverables: No specific deliverables anticipated for this task.**

**Task 5: Technical Support to the City's EIR Consultant**

Subtask 5.1 Provide Technical Support to the City's EIR Consultant

Under this task, West Yost will provide technical support to the City's EIR consultant for the purposes of clarifying and/or providing additional detail for documentation of potential environmental impacts of recommended potable and recycled water system improvements. It is anticipated that this technical support will be provided primarily by phone or email. For budgeting purposes, technical support to the City's EIR consultant has been assumed to consist of 24 hours of senior-level engineering support. One in-person meeting has been assumed to kick-off the preparation of the required environmental documentation.

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*Task 5 Objective: To assist the City with the CEQA environmental review process for the recommended water system improvements included in the updated Citywide Water System Master Plan*

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**Deliverables: No specific deliverables anticipated for this task.**

**Exhibit A  
City of Tracy  
Citywide Water System Master Plan Update  
Scope of Services**



Subtask 5.2 Prepare Specific Technical Sections for the Draft EIR

As requested, West Yost will prepare and/or review specific technical sections for inclusion in the Draft EIR. This may include preparation and/or review of water supply and/or water system infrastructure descriptions to confirm that the existing conditions and recommended water system improvements are being accurately described and evaluated in the Draft EIR. Special attention will be given to preparing such technical sections in clear, concise and easy-to-understand language appropriate for inclusion in a Draft EIR for review and understanding by non-engineers.

**Deliverables:** Draft water system sections for inclusion in the EIR and/or written comments to draft water system sections.

Subtask 5.3 Provide Assistance to the City during the Draft EIR Public Review Process

West Yost will provide assistance to the City during the Draft EIR public review process. This may include attendance at public hearings and/or assistance with the preparation of responses to comments received on the Draft EIR. For budgeting purposes, assistance to the City during the EIR public review process has been assumed to consist of 24 hours of senior-level engineering support, including attendance at one public hearing/City Council meeting.

**Deliverables:** Written responses to comments received on the Draft EIR, as requested

**Task 6: Project Management, Coordination, and Quality Assurance/Quality Control**

Subtask 6.1 Conduct Project Kickoff Meeting

West Yost will coordinate and attend a Project Kickoff Meeting with City staff to review initial goals and priorities for the project.

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*Task 6 Objective: To manage project team work efforts to provide high-quality work products and timely service*

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**Deliverables:** A meeting agenda will be prepared and provided to the City prior to the Kickoff Meeting, and meeting notes will be prepared and distributed following the meeting.

Subtask 6.2 Prepare and Maintain Project Schedule

A detailed project schedule will be prepared showing project tasks, key milestones and meetings, submittal dates, and review periods. The project schedule will be discussed at the Project Kickoff Meeting and will be updated as needed throughout the duration of the project.

**Deliverables:** Project schedule updates, as needed.

Subtask 6.3 Conduct Monthly Project Coordination Meetings

In addition to the task-specific meetings described in the tasks above, West Yost will conduct regularly scheduled monthly coordination meetings to discuss progress on the project and any relevant issues to be resolved. The Project Manager and key project staff, as needed, will participate in the meeting, which is assumed to be held via conference call. For budgeting purposes,

**Exhibit A  
City of Tracy  
Citywide Water System Master Plan Update  
Scope of Services**

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it has been assumed that the project duration will be twelve (12) months and that twelve (12) monthly project coordination meetings will be conducted.

**Deliverables:** Meeting agendas and meeting notes will be prepared and distributed for each monthly coordination meeting.

Subtask 6.4 Prepare Monthly Project Progress Reports

West Yost will prepare and submit monthly progress reports to show work progress and items completed for each task. Together with the monthly invoice, the progress report will show billing status by task, including total budget, billing to date, current billing, and remaining amount. For budgeting purposes, it has been assumed that the project duration will be twelve (12) months and that twelve (12) monthly project progress reports will be prepared.

**Deliverables:** A monthly progress report to be submitted with each monthly invoice.

Subtask 6.5 Quality Assurance / Quality Control

West Yost will provide internal QA/QC of all work products and deliverables for accuracy and completeness prior to submittal to the City in accordance with West Yost's Quality Control plan.

**Deliverables:** Documentation of all QA/QC reviews will be maintained and delivered to the City upon request.

**Exhibit A  
City of Tracy  
Citywide Water System Master Plan Update  
Scope of Services**

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**SCHEDULE**

Based on our understanding of the project and our proposed scope of services, we present this preliminary project schedule. The schedule includes the expected sequence and durations of major tasks, key milestones, submittal dates, and assumed review periods.

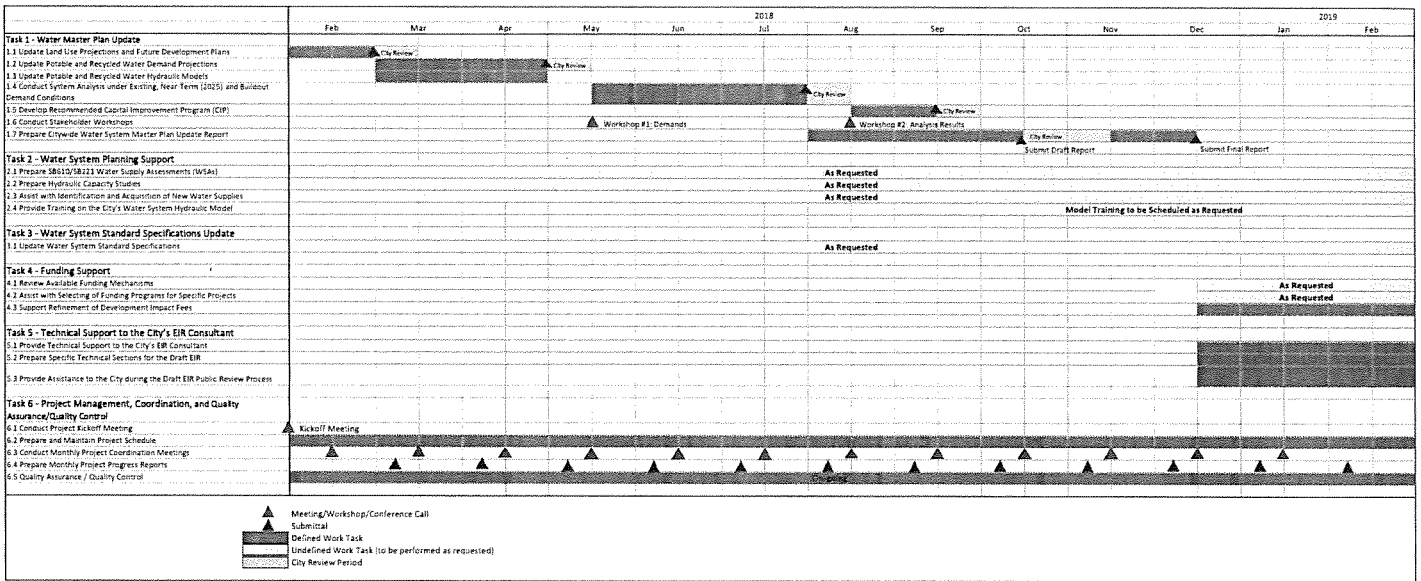
Key assumptions used in the development of this preliminary project schedule include the following:

- Notice to Proceed is assumed to be provided by the City on February 1, 2018 assuming City Council approval on January 16, 2018;
- The overall project schedule assumes that data needed for Subtask 1.1 Update Land Use Projections and Future Development Plans will be available when Notice to Proceed is provided on February 1, 2018; any delays in receiving this data, or other required data, will impact the overall project schedule.
- Assuming that required data are provided as requested, the project is anticipated to be completed within twelve (12) months following Notice to Proceed; and
- A maximum duration of two (2) weeks is assumed for City review of all project deliverables.

The project schedule will be updated as-needed as the project progresses. A specific schedule has not been determined for the performance of Task 2: Water System Planning Support and Task 3: Water System Standard Specifications Update as these tasks will be performed on an as-needed basis, as requested by the City.

The West Yost team will work closely with the City throughout the project and will hold regularly scheduled status meetings to discuss progress on the various tasks and any issues which may impact the completion of each task. This will allow for any issues to be resolved before they impact the overall schedule or budget for the project.

City of Tracy  
 Citywide Water System Master Plan Update  
 Proposed Schedule - December 2017





**Exhibit A  
City of Tracy  
Citywide Water System Master Plan Update  
Scope of Services**

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**BUDGET**

Our cost proposal is based on our understanding and proposed scope of work and schedule for the Citywide Water System Master Plan Update. The proposed hours for each task by the Project Manager and key project team members are presented, along with total costs for each major task and the overall project. The total cost shown is a not-to-exceed cost based on the proposed work plan and assumptions, and assuming a February 2018 Notice to Proceed and a 12-month schedule for project completion.

Work will be completed on a time-and-materials basis. Project charges will be invoiced monthly based on our 2018 Billing Rate Schedule (included in Exhibit B). A detailed Project Progress Report will be provided with each monthly invoice to show billing status by each major task, including total budget, billing to date, current billing, and remaining amount (see Subtask 6.4).

**City of Tracy Citywide Water System Master Plan Update  
Table 1. Estimated Level of Effort and Costs**

	Charles Duncan, Principal-in- Charge	Polly Boissevain, QA/QC	Elizabeth Drayer, PM	Amy Kwong, PE-Potable	Jimi Connell, PE-Recycled	Senior Engineer	Staff Engineer	Admin	Total Labor Hours	Total Labor Cost	Direct Cost	Total Cost
<b>Master Plan Update Tasks</b>												
Task 1 - Water Master Plan Update	-	-	84	258	88	16	633	30	1,109	\$ 231,700	\$ 2,000	\$ 233,700
Task 6 - Project Management, Coordination, and QA/QC	8	16	28	42	12				106	\$ 27,800	\$ -	\$ 27,800
<b>Master Plan Update Tasks Subtotal</b>	<b>8</b>	<b>16</b>	<b>112</b>	<b>300</b>	<b>100</b>	<b>16</b>	<b>633</b>	<b>30</b>	<b>1,215</b>	<b>\$ 259,500</b>	<b>\$ 2,000</b>	<b>\$ 261,500</b>
<b>Other Support Tasks</b>												
Task 2 - Water System Planning Support	2	2	26	64	48	16	160	12	330	\$ 71,200	\$ -	\$ 71,200
Task 3 - Water System Standards Update	-	-	-	104	-	-	-	-	104	\$ 25,000	\$ -	\$ 25,000
Task 4 - Funding Support	-	-	30	20	-	40	-	-	90	\$ 23,000	\$ -	\$ 23,000
Task 5 - Technical Support to the City's EIR Consultant	-	-	16	28	28	-	-	-	72	\$ 18,400	\$ -	\$ 18,400
<b>Other Support Tasks Subtotal</b>	<b>2</b>	<b>2</b>	<b>72</b>	<b>216</b>	<b>76</b>	<b>56</b>	<b>160</b>	<b>12</b>	<b>596</b>	<b>\$ 137,600</b>	<b>\$ -</b>	<b>\$ 137,600</b>
<b>Total</b>	<b>10</b>	<b>18</b>	<b>184</b>	<b>516</b>	<b>176</b>	<b>72</b>	<b>793</b>	<b>42</b>	<b>1,811</b>	<b>\$ 397,100</b>	<b>\$ 2,000</b>	<b>\$ 399,100</b>



# 2018 Billing Rate Schedule

(Effective January 1, 2018 through December 31, 2018) \*

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
<b>ENGINEERING</b>	
Principal/Vice President	\$285
Engineering/Scientist/Geologist Manager I / II	\$263 / \$274
Principal Engineer/Scientist/Geologist I / II	\$240 / \$254
Senior Engineer/Scientist/Geologist I / II	\$214 / \$225
Associate Engineer/Scientist/Geologist I / II	\$190 / \$203
Engineer/Scientist/Geologist I / II	\$154 / \$178
Engineering Aide	\$87
Administrative I / II / III / IV	\$78 / \$99 / \$119 / \$131
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$271 / \$281
Principal Tech Specialist I / II	\$250 / \$260
Senior Tech Specialist I / II	\$229 / \$239
Senior GIS Analyst	\$209
GIS Analyst	\$197
Technical Specialist I / II / III / IV	\$145 / \$166 / \$187 / \$208
CAD Manager	\$166
CAD Designer I / II	\$129 / \$144
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$273
Construction Manager I / II / III / IV	\$166 / \$178 / \$190 / \$237
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$144 / \$160 / \$178 / \$185
Apprentice Inspector	\$131
CM Administrative I / II	\$71 / \$95

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

\* This schedule is updated annually



## 2018 Billing Rate Schedule (continued)

(Effective January 1, 2018 through December 31, 2018) \*

### Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

\* This schedule is updated annually

RESOLUTION 2018-\_\_\_\_\_

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR THE CITYWIDE WATER SYSTEM MASTER PLAN UPDATE FOR THE AMOUNT NOT TO EXCEED \$399,100, AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS NOT TO EXCEED \$39,900, IF NEEDED, AND APPROVING AN APPROPRIATION OF \$439,000 FOR CAPITAL IMPROVEMENT PROJECT 75159 IN FY17-18

WHEREAS, The Citywide Water System Master Plan is a planning level document that outlines existing Water System facilities and upgrades needed to accommodate Water System demand within the City’s Sphere of Influence under a fully developed condition, and

WHEREAS, The current Citywide Water System Master Plan was prepared by West Yost Associates and adopted by City Council in early 2013, and

WHEREAS, On October 24, 2016, the City issued a Request for Proposals (RFP) for the Citywide Water Master Plan update, and

WHEREAS, Two proposals were received, and the proposal submitted by West Yost Associates of Pleasanton, California was determined to be the most responsive to the City’s needs, and

WHEREAS, A Professional Services Agreement was negotiated with a not-to-exceed cost of \$399,100, and

WHEREAS, The Tracy Infrastructure Master Plan (TIMP) – Water Fund 365 will contribute \$439,000 to CIP 75159 for FY 2017-18;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a Professional Services Agreement with West Yost Associates for the Citywide Water System Master Plan update for the amount not to exceed \$399,100, authorizes the City Manager to execute future amendments not to exceed \$39,900, if needed, and approves an appropriation of \$439,000 for Capital Improvement Project 75159 in FY17-18.

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 6<sup>th</sup> day of February, 2018, by the following vote:

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 1.F

REQUEST

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR THE CITYWIDE WASTEWATER MASTER PLAN UPDATE FOR THE AMOUNT NOT TO EXCEED \$474,900, AUTHORIZE THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS NOT TO EXCEED \$47,490, IF NEEDED, AND APPROVE AN APPROPRIATION OF \$522,390 FOR CAPITAL IMPROVEMENT PROJECT 74159 IN FY 2017-18.**

EXECUTIVE SUMMARY

This agenda item requests City Council approve a Professional Services Agreement (PSA) and funding for the Tracy Wastewater Master Plan Update. This contract requires an appropriation of \$522,390 to be allocated from Fund 364 reserves to CIP 74159 for FY 2017-18.

DISCUSSION

The Tracy Wastewater Master Plan is a planning level document that outlines existing wastewater collection system facilities and upgrades needed to accommodate wastewater system demand within the City's Sphere of Influence under a fully developed condition. The current Wastewater System Master Plan was prepared by CH2M Hill and adopted by City Council in early 2013 to provide a comprehensive planning document that identifies the required improvements to the existing Wastewater System to accommodate new growth consistent within 2011 General Plan Update. However, recent development patterns and forecasts have revised the growth estimates creating the need for an update to the Wastewater System Master Plan.

The master plan update will also reflect changes and refinements in Wastewater system infrastructure planning approaches and new regulatory requirements that have been adopted at the State and local level.

On May 5, 2017, the City issued a Request for Proposals (RFP) for the Citywide Wastewater Master Plan Update. Proposals were received from the following consultants:

Carollo Engineers, Walnut Creek, California  
CH2M Hill, Sacramento, California

Staff determined that Carollo Engineers' proposal was the most responsive to the City's needs. After detailed discussions with the consultant, the following scope of work for the PSA was negotiated, with a not-to-exceed cost of \$474,900:

1. Update of the City's 2012 Tracy Wastewater Master Plan.
2. Update funding options to construct the required infrastructure improvements.

3. Provide technical information and support to the City's EIR consultant for the preparation of the required EIR document to support the adoption of the Tracy Wastewater Master Plan update.
4. Provide technical information and support to the City's Impact Fee Program consultant related to the cost estimates.
5. Incorporate the deviations to reflect the existing as-built changes to the wastewater collection system and appurtenant infrastructure.
6. Update recommended and prioritized Capital Improvement Program (CIP) for required wastewater infrastructure improvements.
7. Construct a hydraulic computer model of the City's existing Wastewater collection system.
8. Update the City's wastewater System Design Standards related to the new developments.

### STRATEGIC PLAN

The agenda item will address city amenities and facility usage with an emphasis on community demand, accessibility, and cost recovery. The agenda item will help ensure that development and redevelopment adhere to basic principles of high quality urban design.

### FISCAL IMPACT

Fiscal impact of the PSA with Carollo Engineers for the Tracy Wastewater Master Plan Update will be \$522,390. This contract will require an appropriation of \$522,390 to be allocated from Tracy Infrastructure Master Plan (TIMP) Fund 364 reserves to CIP 74159 for FY 2017-18. Future year's budgets will reflect additional contract expenses. There are sufficient resources available for this request as identified in TIMP Fund 364.

### RECOMMENDATION

Staff recommends that City Council, by resolution, approve a Professional Services Agreement with Carollo Engineers for the Citywide Wastewater Master Plan update for the amount not to exceed \$474,900, authorize the City Manager to execute future amendments not to exceed \$47,490, if needed, and approve an appropriation of \$522,390 for Capital Improvement Project 74159 in FY 2017-18.

Prepared by: Paul Verma, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer  
Andrew Malik, Development Services Director  
Karin Schnaider, Finance Director  
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

### ATTACHMENTS

Attachment A – PSA Carollo Engineers

**City of Tracy**  
**PROFESSIONAL SERVICES AGREEMENT**  
**CITY WASTEWATER SYSTEM MASTER PLAN UPDATE**

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Carollo Engineers Inc., a Delaware corporation (Consultant).

**Recitals**

- A. Consultant is a Registered Professional Engineer.
- B. Professional engineering services are needed to update the City Wastewater System Master Plan to reflect recent development in the City.
- C. On May 5, 2017, City issued a Request for Proposals for the Tracy Wastewater Master Plan Update. On August 30, 2017, Consultant submitted its proposal to perform the services described in this Agreement. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

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

1. **Scope of Services.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Rick Chan, P.E. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
3. **Compensation.**
  - 3.1 **General.**

For services performed by Consultant under this Agreement, City shall pay Consultant on a time and materials basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's Fee Schedule is subject to change annually, effective on January 1 of each year to accommodate a maximum annual rate increase of 5%. Consultant's fee for this Agreement is Not to Exceed Four Hundred Seventy Four Thousand, Nine Hundred Dollars (\$474,900.00) Consultant's billing rates shall cover all costs and expenses, except for direct expenses specified in Exhibit "B," for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.



**3.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

**3.3 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

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

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

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

Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract or termination. Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.**

**5.1 General.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

**5.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.3 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**5.4 Workers' Compensation** coverage shall be maintained as required by the State of California.

**5.5 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**5.6 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**5.6.2** For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

**5.7 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any reduction in coverage in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

**5.8 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.9 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

**5.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

**5.11 Consultant's Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

**6. Independent Contractor Status; Conflicts of Interest.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

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

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

**8. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**9. City-Provided Information and Services.** The City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of

others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this Agreement.

**10. Access.** The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

**11. Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

**12. Miscellaneous.**

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

To City:  
Paul Verma  
City of Tracy Development Services  
333 Civic Center Plaza  
Tracy, CA 95376

To Consultant:  
Rick Chan  
Carollo Engineers  
2700 Ygancio Valley Road, Suite 300,  
Walnut Creek, CA 94598

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

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

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

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

**12.4 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**12.5 Assignment and Delegation.** Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do

so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

**12.6 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**12.7 Compliance with the Law.** Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

**12.8 Business Entity Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement.

**12.9. Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

**12.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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

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

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

**City of Tracy**

**Consultant**

Carollo Engineers, Inc., a Delaware corporation

By: Robert Rickman  
Title: Mayor

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

Approved by City Council on January 16, 2018 by Resolution No. 2018-\_\_\_\_\_.

Attest:



By: Rick Chan

Title: Senior Vice President

Date: 1/2/18

Federal Employer Tax ID No. 86-0899222

\_\_\_\_\_  
Adrienne Richardson, Interim City Clerk

Approved as to form:

\_\_\_\_\_  
Thomas T. Watson, City Attorney

Ash Wason

By: ASH WASON

Title: CFO

Date: 1/2/2018

Exhibits:

- A Scope of Services, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

## SCOPE OF WORK

# TRACY WASTEWATER MASTER PLAN UPDATE

City of Tracy

## Scope of Services

### Task 1 - Project Management and Meetings

As part of this task, Carollo's project manager will direct and coordinate the efforts of the project team members in order to deliver the Wastewater Master Plan within the contracted scope, schedule, and budget.

#### *Task 1.1 – Project Management Meetings:*

Carollo will participate in the following meetings:

- Bi-weekly project progress meetings via teleconference with key City staff to discuss project status, action items, and potential areas of concern.
- Up to three (5) in person progress meetings throughout the duration of the project, in addition to the project kickoff meeting (Task 1.4).

#### *Task 1.2 - Project Management, Progress Reporting, Cost and Schedule Control*

Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

#### *Task 1.3 - Project Coordination and Integration of Work Efforts*

Carollo will communicate, interact, and coordinate with City staff, as well as other consultants, as needed, to promote the efficient and effective completion of activities related to the development of the Wastewater Master Plan Update (Master Plan).

#### *Task 1.4 - Kickoff Meeting*

The project will be launched at a kickoff meeting between City staff and the Project Team members. This meeting will be attended by Carollo's Project Manager and the lead engineers for the wastewater master plan. The following objectives will be accomplished at this meeting:

- Confirm project objectives
- Develop guidelines for defining the system performance criteria
- Provide list of needed data for completion of the study
- Review previous work and studies
- Review available modeling software and recommendations

- Discuss and document existing conditions and identify known system deficiencies
- Define project roles and distribute project roster
- Schedule project milestones
- Distribute project management plan

**Task 1 Assumptions:**

- It is anticipated that the project activities will last approximately eight (8) months.
- Carollo's Principal in Charge (PIC), Project Manager, and associated Project Engineer(s) will attend the face-to-face meetings or other coordination meetings.
- One (1) kick-off meeting will be held with City staff
- Three (5) Project Meetings with the project team have been budgeted.
- Bi-weekly conference calls will be held with the City. Sixteen (16) bi-weekly progress meetings/conference calls have been budgeted.
- A total of eight (8) monthly progress reports will be prepared (including schedule updates).

**Task 1 Deliverables:**

- Summary notes from project management meetings
- Monthly project management, cost, and schedule control reports
- Summary notes from project meetings
- Prepare project management critical path schedule for completion of the Master Plan Update

**Task 2 - Master Planning**

*Task 2.1 - Data Collection and Review*

Carollo will review available relevant reports and other data for use in this project, as well as other relevant information including, but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements
- Information on planned developments and updated projected growth rates
- Wastewater system hydraulic model
- Relevant electronic maps extracted from the City's sewer system database
- Wastewater utility maps.
- Improvement plans/as-built drawings for recent wastewater projects.
- Design standards or design manuals for the wastewater system.
- Historical flow data for the wastewater treatment plant and lift stations
- Wastewater collection system operational data and records
- Recent construction unit costs for pipelines, lift stations, and other relevant infrastructure
- Relevant information from the Water Master Plan project
- Recycled water planning documents

Carollo will develop a data collection table that will be presented at the project kickoff meeting. Carollo will update the data collection table as items are received and will update the City on outstanding items remaining for the project.

#### *Task 2.2 - Field Visits*

Carollo will conduct up to two 1-day field visits to gather additional information on the City's wastewater treatment plant and collection system. Key City staff will be interviewed as needed to gather additional information and to resolve any questions. In particular, interviews with operation and maintenance staff will be used to develop a better understanding of known or suspected operation and maintenance problems.

#### *Task 2.3 - Update Land Use Inventory and Flow Projections*

Carollo will review all relevant planning documents related to land use, growth projections, and planned developments. Based on this review, the land use categories and acreage will be updated and used to determine existing and buildout wastewater flow projections. Carollo will coordinate with City staff on major developments that will be included in the Master Plan Update, and will reach out to local developers to gain an understanding of growth plans, per the City's direction.

#### *Task 2.4 - Hydraulic Model Construction*

As part of this task, Carollo will construct a hydraulic computer model of the City's existing wastewater collection system. Carollo will review the commercially available hydraulic modeling software and provide the City with a recommended software platform that is most appropriate for the City's needs.

The hydraulic model will be constructed to include all pipes 10-inches in diameter and larger, as well as smaller diameter pipelines as necessary for system connectivity. The model will be constructed based on the following data to be provided by the City:

- Sewer system geographic information system (GIS) database
- Sewer system as-built drawings
- Sewer plat maps
- Available survey data
- Pump station as-built drawings/operational control records

This scope assumes that invert data is largely populated in the City's GIS database, and that only minimal amounts of data entry from as-built drawings for gravity sewers would be necessary. This task also assumes that any supplemental field survey data would be collected by the City crews (i.e., supplemental surveying is not included in the scope of services for this project).

#### *Task 2.5 - Temporary Flow Monitoring Program*

Carollo will develop a temporary flow monitoring program to capture dry and wet weather flows within the City's wastewater collection system. Carollo will retain the services of V&A Consulting Engineers (V&A) to install and collect flow data at fourteen (14) flow monitoring sites for a period of one (1) month. Carollo will coordinate with V&A and the City on the implementation of the flow monitoring effort. V&A will develop a flow monitoring report.

#### *Task 2.6 - Model Load Allocation*

Carollo will allocate wastewater loads into the model as part of this task. Dry weather flows will be allocated using either water billing data or land use based wastewater flow factors (depending on the type of data available). Loading polygons will be developed for the wastewater collection system to



allocate flows from specific parcels in the City to the appropriate modeled manhole. In addition, wet weather flows will be allocated into the model as part of this task.

#### *Task 2.7 - Hydraulic Model Calibration*

Carollo will utilize the flow monitoring data collected as part of Task 2.5, as well as historical flow data at the WWTP, to calibrate the hydraulic model. Dry weather flow calibration will be conducted to ensure that the City's model accurately simulates flows, levels, and velocities measured by the flow meters for dry weather flow conditions.

Wet weather flow calibration will be conducted based on the historical WWTP flow data for recent large rainfall events and the temporary flow monitoring program. I/I parameters within the model will be adjusted until the modeled flows closely match field measured data. In addition, the model will be checked to ensure that the model accurately simulates levels and velocities during wet weather flow conditions.

#### *Task 2.8 - Existing and Future Scenario Evaluations*

Following model validation, the existing and future systems will be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing and future system deficiencies. Special consideration will be given to those facilities in which known deficiencies already exist and/or have been targeted by the City to be modified. Deficiencies can include surcharged and/or overflow conditions, excessive force main velocities, and pump capacity issues.

As part of this task, Carollo will also review the City's design standards for wastewater collection systems and recommend evaluation criteria to be used as part of the master plan evaluations.

#### *Task 2.9 - Recommended Updates to Capital Improvement Plan*

Based on the existing and future system evaluations, Carollo will develop recommended improvements to mitigate existing and future deficiencies. Recommended improvements will be prioritized and included in an updated Capital Improvement Plan. Planning level cost estimates will also be provided for the recommended improvements. The updated capital improvement plan will incorporate the City's comments.

#### *Task 2.10 - Develop Preventive Maintenance Program*

Carollo will develop a recommended preventive maintenance program for the City's wastewater collection system. This program will be included in the updated CIP.

#### *Task 2.11 - WWTP Evaluation and Recycled Water Demand Analysis*

Carollo will evaluate the City's wastewater treatment plant needs to accommodate revised flow and loads due to changes in planned growth, regulations, and other planning factors. This includes performing a high-level planning optimization of existing treatment processes and updating the evaluation of future treatment options for one and two plant approaches. Carollo will also coordinate with the City's Recycled Water Master Plan consultant to update recycled water demand needs to accommodate the new developments and assist with determining impacts on recycled water infrastructure, storage, and treatment needs.

#### *Task 2.12 - Master Plan Report*

As part of this task, Carollo will update the 2012 Master Plan report based on Tasks 1 through 7 of this scope of work.

### **Task 2 Deliverables:**

- Temporary Flow Monitoring Report and Associated Electronic Data
- Draft Master Plan Update Report
- Final Master Plan Update Report

### Task 3 - Funding Assistance

As part of this task, Carollo will provide support to the City's Impact Fee consultant to update the AB 1600 compliant mitigation fee.

#### Task 3 Deliverables:

- Draft Impact Fee Report
- Final Impact Fee Report

### Task 4 - Technical Support to City's EIR Consultant

#### Task 4.1 - Provide Technical Support

Carollo will coordinate with the City's EIR consultant in preparing the project specific CEQA documents for the Wastewater Master Plan. Carollo will prepare technical sections related to the EIR document for the Wastewater Master Plan.

#### Task 4.2 - Public Review Assistance

Carollo will provide assistance to the City during the public review process of the EIR document for the Wastewater Master Plan. Carollo will attend and provide support for up to two (2) public review meetings.

#### Task 4 Deliverables:

- Technical sections related to EIR for the Wastewater Master Plan

### Task 5.0 – Tracy Gateway Sewer Generation and Conveyance Planning (Optional Task)

Carollo will work closely with the City's planning departments to determine two land use alternatives that the Tracy Gateway development could be comprised of such that a range of projected wastewater flows can be determined. Carollo assumes two land use alternatives that would comprise the high and low end of the projected wastewater generation rates. The extent of the Tracy Gateway development will be defined by City staff, and Carollo will allocate the projected wastewater flows from the two land use alternatives. Based on the projected flows, spatial flow allocation and topography Carollo will develop preliminary wastewater conveyance concepts as a way to determine how flows would be conveyed to the wastewater treatment plant. Carollo will develop planning level cost estimates for the two development alternatives.

#### Task 5 Deliverables:

- Draft Project Memorandum that summarizes flow projections
- Conceptual pipeline conveyance alternatives

### Task 6.0 – South Schulte Sewer Generation and Conveyance Planning (Optional Task)

Carollo will work with the City's planning department to develop the planning assumptions for growth in the South Schulte planning area. Carollo will use the wastewater generation factors developed as part of the master plan to project wastewater flows in the planning area. It is assumed that the South Schulte planning area includes the Ellis Part 1, Part 2, and Part 3 development areas. Carollo will develop an infrastructure conveyance plan concept for this area to determine how to convey wastewater to the City's existing system and ultimately the City's wastewater treatment plant.

**Task 6 Deliverables:**

- Draft Project Memorandum that summarizes flow projections
- Conceptual pipeline conveyance alternatives

**Task 7.0 – City Standards Review (Optional Task)**

Carollo will conduct a review of the City's Design Standards, Standard Plans for Utilities, and Standard Specifications as available on the City's website. Specifically, Carollo will review the civil and pipeline related sections of the standards and develop a memorandum identifying suggested changes and additions for City review and consideration. A compiled set of redlined documents will be provided as an appendix to the memorandum. If Word documents of the current standards are provided, an electronic copy of the Word documents with track changes will be provided.

**Assumptions:**

1. The City will continue to reference Green Book Standards.
2. Two meetings are included; 1) to discuss the origin of the existing standards, including specified materials, 2) to present recommended changes. The City will include operations, engineering, planning, and management staff as appropriate in both meetings.

**Task 6 Deliverables:**

- Compiled red-lined documents with recommended edits



Task Description	Hours by Classification							Labor	Subs and Other Direct Expenses <sup>(1)</sup>	Estimated Fee
	Senior Professional	Lead Project Professional	Project Professional	Assistant Professional	Technician	Word Processing	Total Hours			
	\$284	\$262	\$243	\$168	\$126	\$111				
<b>Task 1 - Project Management and Meetings</b>										
Task 1.1 - Project Management Meetings	8	36	36	6			86	\$ 21,500	\$ 1,900	\$ 23,400
Task 1.2 - Progress Reporting, Cost and Schedule Control	16	36	8				76	\$ 17,700	\$ 900	\$ 18,600
Task 1.3 - Project Coordination	4	8	16	4			40	\$ 8,700	\$ 500	\$ 9,200
Task 1.4 - Kickoff Meeting	2	8	16	8	4	2	40	\$ 8,600	\$ 800	\$ 9,400
<b>Task 2 - Master Planning</b>										
Task 2.1 - Data Collection and Review	2	4	10	16	8		40	\$ 7,700	\$ 500	\$ 8,200
Task 2.2 - Field Visits		16	32	16			64	\$ 14,700	\$ 1,200	\$ 15,900
Task 2.3 - Update Land Use Inventory and Flow Projections		4	14	44	12		74	\$ 13,400	\$ 900	\$ 14,300
Task 2.4 - Hydraulic Model Constructuon		12	40	200	120		372	\$ 61,600	\$ 4,400	\$ 66,000
Task 2.5 - Temporary Flow Monitoring Program	2	2	24	40	8		76	\$ 14,700	\$ 44,900	\$ 59,600
Task 2.6 - Model Load Allocation		2	24	40	16		82	\$ 15,100	\$ 1,000	\$ 16,100
Task 2.7 - Hydraulic Model Calibration	2	4	16	100	4		126	\$ 22,800	\$ 1,500	\$ 24,300
Task 2.8 - Existing and Future Evaluations	2	4	14	40	12	2	74	\$ 13,500	\$ 900	\$ 14,400
Task 2.9 - Recommended Updates to CIP		2	12	30			44	\$ 8,500	\$ 500	\$ 9,000
Task 2.10 - Preventive Maintenance Program		4	16	44			64	\$ 12,300	\$ 700	\$ 13,000
Task 2.11 - WWTP Evaluation and Recycled Water Analysis	24	24	48	40	16		152	\$ 33,500	\$ 1,800	\$ 35,300
Task 2.12 - Master Plan Report	4	10	36	110	26	24	210	\$ 36,900	\$ 3,500	\$ 40,400
<b>Task 3 - Funding Assistance</b>										
Task 3.1 - Funding Assistance		6	36	12			54	\$ 12,300	\$ 600	\$ 12,900
<b>Task 4 - Technical Support to the City's EIR Consultant</b>										
Task 4.1 - Provide Technical Support	2	2	24	40	16		84	\$ 15,700	\$ 1,000	\$ 16,700
Task 4.2 - Public Review	4	8	10	6			28	\$ 6,700	\$ 500	\$ 7,200
<b>Task 5 - Tracy Gateway Sewer Generation and Conveyance Planning (Optional Task)</b>										
Task 5.1 - Wastewater Flow Projections	2	2	8	16	4	2	34	\$ 6,500	\$ 400	\$ 6,900
Task 5.2 - Conveyance System Conceptual Plan	4	8	10	24	8	8	62	\$ 11,600	\$ 700	\$ 12,300
<b>Task 6 - South Schulte Sewer Generation and Conveyance Planning (Optional Task)</b>										
Task 6.1 - Wastewater Flow Projections	2	2	8	16	4	2	34	\$ 6,500	\$ 400	\$ 6,900
Task 6.2 - Conveyance System Conceptual Plan	4	8	10	24	8	8	62	\$ 11,600	\$ 700	\$ 12,300
<b>Task 7 - City Standards Review (Optional Task)</b>										
Task 7.1 - City Standards Review	2	4	32	48	16	16	118	\$ 21,200	\$ 1,400	\$ 22,600
							0	\$ -	\$ -	\$ -
<b>Total Hours and Fee</b>	<b>86</b>	<b>216</b>	<b>500</b>	<b>924</b>	<b>282</b>	<b>88</b>	<b>2096</b>	<b>\$ 403,300</b>	<b>\$ 71,600</b>	<b>\$ 474,900</b>

Notes:

(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$11.70 per hour.

(2) Subconsultant costs include 10% markup

RESOLUTION 2018-\_\_\_\_\_

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR THE CITYWIDE WASTEWATER MASTER PLAN UPDATE FOR THE AMOUNT NOT TO EXCEED \$474,900, AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS NOT TO EXCEED \$47,490, IF NEEDED, AND APPROVING AN APPROPRIATION OF \$522,390 FOR CAPITAL IMPROVEMENT PROJECT 74159 IN FY17-18

WHEREAS, The Citywide Wastewater Master Plan is a planning level document that outlines existing wastewater collection system facilities and upgrades needed to accommodate wastewater system demand within the City’s Sphere of Influence under a fully developed condition, and

WHEREAS, The current Wastewater System Master Plan was prepared by CH2M Hill and adopted by City Council in early 2013, and

WHEREAS, On May 5, 2017, the City issued a Request for Proposals (RFP) for the Citywide Wastewater Master Plan update, and

WHEREAS, Two proposals were received, and the proposal submitted by Carollo Engineers, of Walnut Creek, California, was determined to be the most responsive to the City’s needs, and

WHEREAS, A Professional Services Agreement (PSA) was negotiated with a not-to-exceed cost of \$479,000, and

WHEREAS, The Tracy Infrastructure Master Plan (TIMP) – Wastewater Fund 364 will contribute \$522,390 to CIP 74159 for FY 2017-18;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Carollo Engineers for the Citywide Wastewater Master Plan update for the amount not to exceed \$474,900, authorize the City Manager to execute future amendments not to exceed \$47,490, if needed, and approve an appropriation of \$522,390 for Capital Improvement Project 74159 in FY 2017-18.

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 6<sup>th</sup> day of February, 2018, by the following vote:

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 1.G

REQUEST

**APPROVE AN APPROPRIATION OF \$600,000 FROM GENERAL FUND – MEASURE V (107) TO THE SENIOR CENTER UPGRADE/EXPANSION, CIP 71093 AND 78155**

EXECUTIVE SUMMARY

City staff requests that City Council authorize an appropriation of \$600,000 from General Fund, Measure – V (107) to increase funding for the Senior Center Upgrade/Expansion, CIP 71093 & 78155.

DISCUSSION

Lolly Hansen Senior Center is heavily used and provides recreational programs and activities such as fitness classes, art classes and special events for seniors. The 5,200 square foot building was built in 1987 and is at maximum capacity. During previous meetings, City Council has discussed the need for expansion of the facility and approved the use of the General Fund (301), Development Impact fees, and Community Development Block Grants (CDBG) to expand and upgrade the facility.

With design input from the senior community, the project will expand the building's size by 40% to include the following upgrades:

- Expansion of the multi-purpose room
- Additional storage room
- Renovation of interior finishes
- Remodeling of kitchen, restrooms, reception
- Computer lab
- Large screen TV
- Audio visual and public address system
- Fire suppression system

Staff also received additional input from the senior community during the latter phases of the design of this project. Additional amenities were requested that were beyond the original scope of this project. Those amenities included:

- Outdoor covered patio
- Additional classroom/multipurpose room for programming

In order to construct these additional amenities, an additional appropriation of \$600,000 is needed.

The design of the project is 100% complete including the additional amenities. Staff anticipates construction to be completed by the end of 2018. It should also be noted that City staff concluded discussions in November of 2017 with County of San Joaquin staff to increase CDBG funding for this project, bringing the total CDBG funding obligation to \$777,728.

**STRATEGIC PLAN**

This agenda item supports the Quality of Life Strategy, specifically:

**Goal 2:** Improve current recreation and entertainment programming & services to reflect the community and match trending demands.

**Objective 1:** Develop recreational, cultural arts and entertainment programs and services that reflect community demographics, evaluation feedback and trends.

**FISCAL IMPACT**

Preliminary estimates indicate an additional \$600,000 will be needed to complete the project. The estimated project cost is \$2.27 Million, and the current available budget is \$1.67 Million. The request is for one time Measure V funding, in the amount of \$600,000 to complete the project.

	<b>COST</b>	<b>FUNDING</b>
CIP 71093		\$ 72,000
CIP 78155		\$ 824,100
CDBG Grant		\$ 400,000
CDBG Grant		\$ 177,728
CDBG Grant		\$ 200,000
<b>TOTAL PROJECT</b>	<b>\$ 2,275,291</b>	<b>\$ 1,673,828</b>
<b>UNDERFUNDED AMT</b>	<b>\$ (601,463)</b>	

It should be noted, that these project costs are based on estimated construction costs provided by the City’s consulting Architect. The final price of the construction will be determined in a competitive bidding process. When bids are obtained, Staff will return to Council with a bid acceptance recommendation.

**RECOMMENDATION**

That City Council, by resolution, authorize an additional appropriation of \$600,000 from General Fund, Measure – V (107) to CIP 71093 for the Senior Center Upgrade/Expansion, CIP 71093 & 78155.

Prepared by: Binh Nguyen, Senior Civil Engineer, Development Services

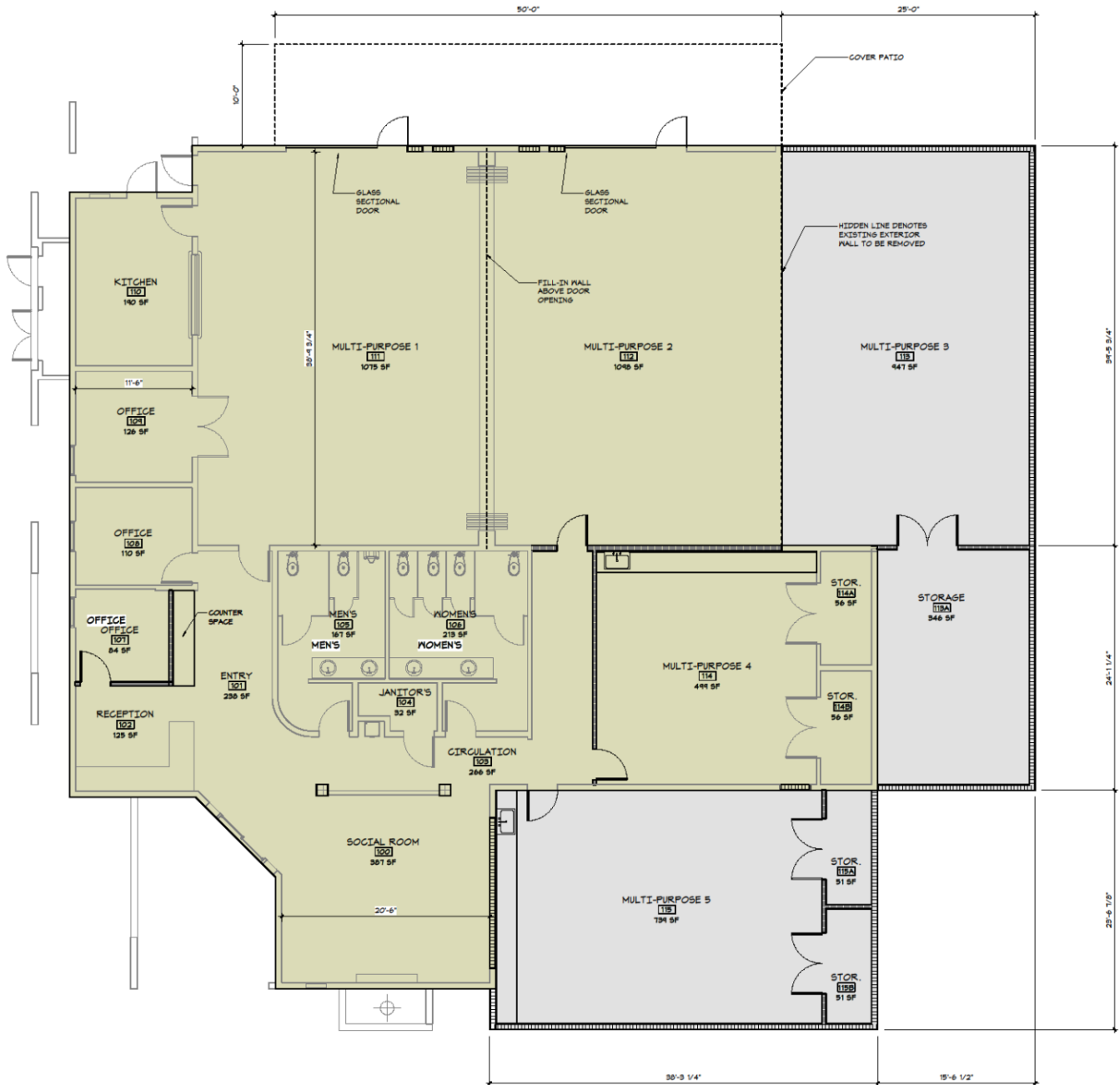
Reviewed by: Brian MacDonald, Parks and Recreation Director  
Robert Armijo, City Engineer  
Andrew Malik, Development Services Director  
Karin Schnaider, Finance Director  
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

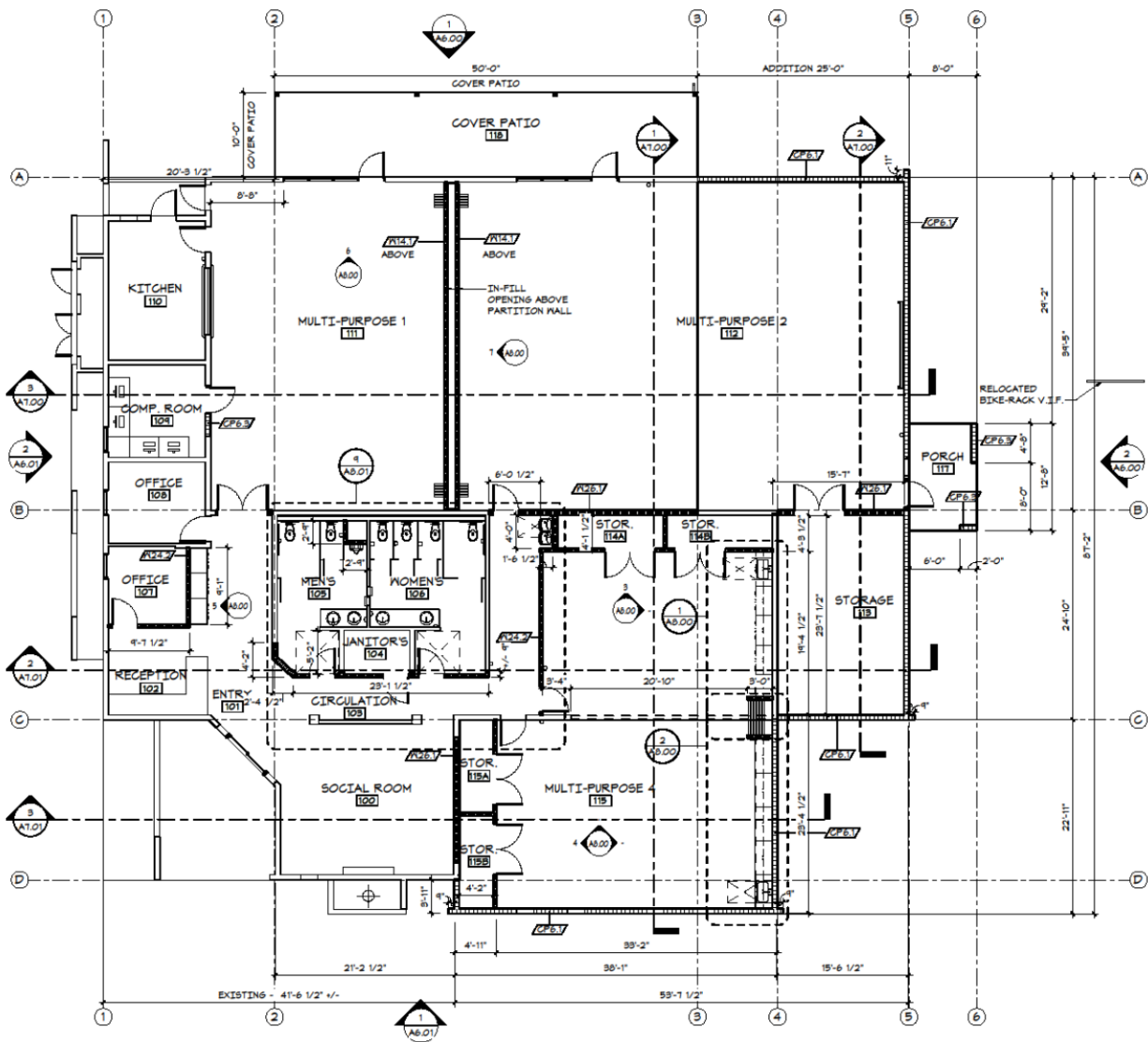
**ATTACHMENTS**

Attachment A – Preliminary Plans

Preliminary Plans – Senior Center







1 FIRST FLOOR DIMENSION PLAN  
 1/8" = 1'-0"

RESOLUTION 2018-\_\_\_\_\_

APPROVING AN ALLOCATION OF \$600,000 FROM GENERAL FUND – MEASURE V (107) TO THE SENIOR CENTER UPGRADE/EXPANSION CIP 71093 AND 78155.

WHEREAS, The Senior Center was built in 1987, is heavily used and at maximum capacity, and

WHEREAS, The project will expand the building’s size by approximately 40% along with needed storage and upgrades, and

WHEREAS, The project was funded from General Fund, Development Impact Fees, and \$777,728 in Community Development Block Grants, and

WHEREAS, Preliminary design of the project is complete, the estimated project cost is \$2.28 Million, the available budget is \$1.67 Million, and an additional \$600,000 will be needed to construct the project;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby authorizes an allocation of \$600,000 from General Fund, Measure - V (107) to the Senior Center Upgrade/Expansion CIP 71093 and 78155.

\* \* \* \* \*

The foregoing Resolution 2018-\_\_\_\_\_ was adopted by the Tracy City Council on the 6<sup>th</sup> day of February, 2018 by the following vote:

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 3

REQUEST

**APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES TO AMEND THE 'NOT TO EXCEED' AMOUNT TO BE AN ANNUAL AMOUNT; AND AUTHORIZE THE PAYMENT OF INVOICES THAT HAVE EXCEEDED THE INITIAL AGREEMENT AMOUNT**

EXECUTIVE SUMMARY

In July 2015, Council approved a five-year Professional Service Agreement (Agreement) with West Coast Arborist, Inc. (WCA) for tree maintenance services. Staff is now seeking Council approval for Amendment No 1 to the Agreement to include language clarifying that the “not to exceed” amount of \$1,337,000 is per fiscal year, not a cumulative amount. When the Agreement was drafted in 2015, staff’s intent was that compensation be per fiscal year; however, due to an oversight, the language in the Agreement does not reflect that intention. As a result, expenses under the Agreement have exceeded the compensation amount of \$1,377,000. Amendment No. 1 will clarify the City’s intent to have compensation be per fiscal year and Council’s approval of the overages will ensure that the contractor will be paid for work performed.

DISCUSSION

The Public Works Department is responsible for the management of the City’s urban forest. The City has approximately 37,000 trees in its inventory. These trees require programmed pruning to ensure the safe use of streets, sidewalks, parks and sports facilities, and to maintain the trees’ health and attractiveness. Also required is the removal of unsafe, unhealthy or dead trees, and trees found in conflict with utilities or other amenities. Re-planting of trees is needed to replace trees that are removed and to ensure the long-term health and expansion of the City’s urban forest.

The City has entered in to an agreement with West Coast Arborist for tree maintenance services and has been using their services since 2010. In 2015, the Department issued a request for proposals for tree maintenance services. WCA was the only contractor to submit a proposal. Its proposal was found to be responsive and responsible. Council approved an Agreement with WCA on July 21, 2015. (See Exhibits 1 and 2) The term of the Agreement is for five years, commencing on August 1, 2015 through July 31, 2020. The City Manager has the authority to extend the Agreement for three additional one-year terms.

During a recent review of contracts within Public Works, a concern arose about language in the Agreement regarding the compensation or “not to exceed” amount. The intent of the Agreement, was that Section 5.1 read “...Contractor’s fee for this Agreement is Not to Exceed \$1,377,000 annually.” The word “annually” was inadvertently omitted from the Agreement that was signed by WCA and the City. Thus, the Amendment is needed in order to make this correction.

An immediate halt to scheduled work was issued and only emergency work was performed to assure public safety since staff's discovery of this oversight.

The budget for tree services is split primarily between the General Fund and the Tracy Consolidated Landscape Maintenance District (LMD). As pruning cycles, work requests, emergency responses, grant requirements and other tasks vary from year to year, a not to exceed amount provides the necessary flexibility for programming of functions. The not to exceed amount of \$1,377,000 per fiscal year was determined based upon historical data and projected growth at the time of award of the Agreement.

The table below illustrates the varying annual expenditures for tree work performed since the start of the current Agreement. As indicated in the 'Total Overage' line, the total expenditures have cumulatively exceeded the \$1,377,000 amount in the Agreement, but is far below the intended \$1,377,000 'per year' amount in any given year thus far. Therefore, staff is also requesting authorization to pay WCA for all pending invoices and work performed to date in excess of the \$1,377,000 amount – a total of approximately \$447,904.50 pending invoicing of any recent work performed.

Fiscal Year	Expenditures
2016	\$695,937
2017	\$726,312
2018 YTD	\$404,361
<b>Total</b>	<b>\$1,824,904.50</b>
Total Overage	\$447,904.50

WCA has proven to be a very responsive contractor and a reliable partner in managing the City's urban forest. WCA completes work efficiently, effectively, safely and with a high level of customer satisfaction. Its tree maintenance work aligns with the International Society of Arboriculture standards. WCA has been instrumental in helping staff to respond to storm-related and other emergencies throughout the years. It maintains and continually updates the database within the inventory of all City trees. It has also partnered with the City on two successful tree grants offered by Cal Fire. Approval of this Amendment will allow tree services to the Tracy community, and the ongoing improvements within the Urban Forestry Division, to continue.

#### STRATEGIC PLAN

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

#### FISCAL IMPACT

There is no fiscal impact by Amendment No 1. The tree maintenance budget has been approved by City Council and is sufficient to cover annual operating costs.

RECOMMENDATION

That the City Council, by resolution, approve Amendment No. 1 to the Professional Service Agreement with West Coast Arborists, Inc., for tree maintenance services to include language indicating the not to exceed amount is an annual amount, and authorize the payment of invoices that exceeded the cumulative total of \$1,377,000 from the start of the Agreement.

Prepared by: Robin Kloepfer, Management Analyst I  
Don Scholl, Public Works Superintendent

Reviewed by: Don Scholl, Public Works Director  
Karin Schnaider, Finance Director  
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

ATTACHMENTS:

Attachment A - City of Tracy Amendment No. 1 to Professional Services Agreement for Tree Maintenance Services

Exhibit 1 - Current WCA PSA Tree Maintenance Contract

Exhibit 2 - Resolution 2015-129

**City of Tracy**  
**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR TREE**  
**MAINTENANCE SERVICES**

This Amendment No. 1 (Amendment) to the Professional Services Agreement for Tree Maintenance Services is entered into between the City of Tracy, a municipal corporation (City), and West Coast Arborist, Inc., a California Corporation (Contractor).

**Recitals**

- A.** The City and West Coast Arborist, Inc. entered into a Professional Service Agreement (Agreement) for maintenance, removal and planting of all City trees, which was approved by the City Council on July 21, 2015 by Resolution 2015-129.
- B.** The original contract was authorized with a not to exceed amount of \$1,377,000 for the life of the five-year contract with three possible one-year extensions. However, the City's intent was that compensation under the Agreement not to exceed \$1,377,000 annually. The Agreement is being amended to accurately reflect the City's intent.

**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 of Compensation is hereby amended to read as follows:

"For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Contractor's fee for this Agreement is Not to Exceed \$1,377,000 per fiscal year. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the Not to Exceed amount without the City's prior written approval."
- 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

West Coast Arborist

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Robert Rickman

Name: Patrick Mahoney

Title: Mayor

Title: President

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

Date: 1/29/18

Attest:

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

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

Name: Richard Mahoney

Adrienne Richardson, City Clerk

Title: Assistant Secretary

Date: 1/29/18

Approved as to form:

City Business License # 76415

Federal ID # 95-3250682

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

Thomas T. Watson, City Attorney

**CITY OF TRACY  
PROFESSIONAL SERVICES AGREEMENT  
TREE MAINTENANCE SERVICES**

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and West Coast Arborist, Inc., a California Corporation ("Contractor").

**RECITALS**

- A. June 19, 2015, staff issued a Request for Proposals for Tree Maintenance Services within the City's Landscape Maintenance Districts and General Fund areas and reviewed the proposal received.
- B. On July 7, 2015, Contractor submitted its proposal and staff has negotiated an Agreement with the Contractor to perform the services and tasks necessary to carry out terms outlined in the Agreement.
- C. On July 21, 2015, the City Council authorized the execution of this Agreement, pursuant to Resolution Number 2015- 129.

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

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



**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT  
TREE MAINTENANCE SERVICES**

Page 2 of 6

an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Contractor. Contractor is free to work for other entities while under contract with the City. Contractor is not entitled to City benefits.

4. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.
5. **COMPENSATION.**
  - 5.1 **General.** For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Contractor's fee for this Agreement is Not to Exceed \$1,377,000. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the Not to Exceed amount without the City's prior written approval.
  - 5.2 **Invoices.** Contractor shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
  - 5.3 **Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.
6. **TERMINATION.** The City may terminate this Agreement by giving 90 days written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.
8. **INDEMNIFICATION.** Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT  
TREE MAINTENANCE SERVICES**

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

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

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

10. **INSURANCE.**

10.1 **General.** Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

10.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

10.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

10.4 **Workers' Compensation.** Coverage shall be maintained as required by the State of California.

10.5 **Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability with the following provisions:

10.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

10.5.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

10.6 **Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT  
TREE MAINTENANCE SERVICES**

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- 10.7 **Authorized Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 10.8 **Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five days after the execution of this Agreement.
- 10.9 **Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Contractor shall provide a substitute certificate of insurance.
- 10.10 **Contractor's Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

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

12. **MISCELLANEOUS.**

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

To City:

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

To Contractor:

Victor M. Gonzales  
West Coast Arborist, Inc.  
2200 East Via Burton Street  
Anaheim, CA 92806

With a copy to:

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

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

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT  
TREE MAINTENANCE SERVICES**

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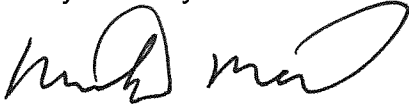
- 12.2 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 12.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 12.4 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 12.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 12.6 Entire Agreement.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.
- 12.7 Compliance with the Law.** Contractor shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 12.8 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 12.9 Corporate Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.
- 13. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the

**CITY OF TRACY -- PROFESSIONAL SERVICES AGREEMENT  
TREE MAINTENANCE SERVICES  
Page 6 of 6**

parties hereto and their respective successors and assigns.

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

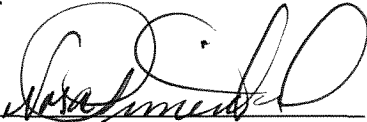
City of Tracy



By: Michael Maciel  
Title: Mayor

Date: 8-27-15

Attest:



By: Nora Pimentel  
Title: City Clerk

Date: 8/27/15

West Coast Arborist, Inc.



By: Patrick Mahoney  
Title: President

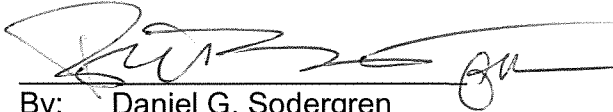
Date: 7-17-15  
Fed. Employer ID No. 95-3250682



By: Richard Mahoney  
Title: Assistant Financial Secretary

Date: 7-17-15

Approved As To Form:



By: Daniel G. Sodergren  
Title: City Attorney

Date: 8/5/15

Exhibits:

- A: Scope of Services
- B: Schedule of Compensation

Exhibit "A"

**CITY OF TRACY  
TREE MAINTENANCE SERVICES  
SCOPE OF SERVICES**

**I. GENERAL INFORMATION**

The City has approximately 37,000 street and park trees (Landscape Maintenance District – 27,233; General Fund – 9,789) that comprise its Urban Forest.

The purpose of this maintenance Agreement is to provide the City of Tracy with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with the City's Parks, Sports Fields & Trees Superintendent and/or other City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City of Tracy, its residents and visitors.

The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community Forest and/or available budget.

The Contractor will perform tree and other woody plant maintenance, removal and occasional replacement services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this Agreement (includes watering, trimming, pruning, planting, removal and replacement of trees and plants) is routine, recurring, and usual, but may require responses to emergencies. The rates included in the Schedule of Compensation is based on applicable California Department of Industrial Relations prevailing wages for each person that will be providing the work.

The Agreement term is from August 1, 2015 through July 31, 2020 with the ability to extend the Agreement for three individual one-year extensions. The Agreement can be terminated by either party for any reason with a minimum of a 90-day notice to either party.

**II. REQUIRED QUALIFICATIONS**

Contractor must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous seven consecutive years without any official unresolved record of complaints registered or filed with the State Contractor's Licensing Board or California Department of Consumer Affairs.

Contractor must have OSHA certification of aerial equipment to be used throughout the term of this project.

Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a manager who is an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the Contractor will have work crews on site that are represented by an English

**CITY OF TRACY  
TREE MAINTENANCE PROGRAM  
SPECIFICATIONS**

speaking supervisor or foreman who can receive and carry out instructions given by proper authorities.

The Contractor will be held liable for complying with any lawful instructions from the City, not in conflict with the Agreement, which is delivered to said party or its representatives regarding the work.

Contractor must have staff that includes Certified Crane Operator(s) as recognized by the National Commission for the Certification of Crane Operators (NCCCO).

Contractor will have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. Contractor will be required to comply with this quality control throughout the term of the Agreement. Contractor must have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

**III. PROJECT SPECIFICATIONS**

It must be understood that the Contractor will be required to perform and complete the landscape and/or tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- Tree pruning
- Tree removal
- Tree planting
- Crew rental
- Emergency response
- Line clearance pruning
- Clearance pruning
- Grid pruning program
- Tree watering
- Small tree care
- Palm trunk skinning
- Root pruning
- Specialty equipment rental
- Arborist services/inspection

**CITY OF TRACY  
TREE MAINTENANCE PROGRAM  
SPECIFICATIONS**

- Foliar and pesticide treatments
- Data entry
- Webpage development
- Additional work
- Qualifications
- GPS tree inventory
- Online processing of City of Tracy work requests on City designated program – currently Government Outreach
- Online maintenance access\*

\* Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable).

**A. ANNUAL PRUNING PROGRAM**

Tree pruning per pre-designed districts, grids, or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, clearance trimming, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards, and the City of Tracy Maintenance Standards. Contractor will be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Agreement. The intent of this Agreement is to have all trees pruned a minimum of one time by the end of the five-year contract period. Special projects that are difficult to access and will require the need for specialty equipment (e.g., 95-foot tower) will fall under Crew Rental rate. Service request removals, pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental or by applicable diameter at breast height (DBH) as determined by the City.

**B. INSPECTION OF HAZARDOUS CONDITIONS**

All City trees will receive routine maintenance and periodic inspections. The Contractor will have an ISA Certified Arborist on site for a regularly scheduled minimum of eight hours per month. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance must properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the



**CITY OF TRACY  
TREE MAINTENANCE PROGRAM  
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intent to correct problems prior to reaching crisis levels and to correct any immediate hazards before injury or damage to property occurs.

**C. TREE INVENTORY**

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program must be an Internet-driven tracking program. The program will have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. The Contractor will provide software support to the City for the entire term of the Agreement.

The Contractor will provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include address, street, facility, species, diameter, crown, height, recommended maintenance, overhead utilities, and parkway size and type.

**1. GPS Tree Inventory**

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in the inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and on the software, which will enable the user to connect the inventory to the City's GIS program and create various frequency reports.

A GPS tree inventory will be created with a database using the City's standardized addressing system for all parks and open space areas. Contractor will be required to create an ESRI ArcView/ArcGIS compatible "shape file". The inventory must be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, right-of-way and hardscape, etc.) The Contractor's tree inventory will be conducted by visiting each tree site or vacant planting site and plot the position. The data will be compatible with the latest version of

**CITY OF TRACY  
TREE MAINTENANCE PROGRAM  
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ArcView. Minimum accuracy will be not more than one meter. Any proposed system must be compatible with, and able to accurately and completely import, all existing City tree inventory data.

**2. Experience**

The Contractor has a minimum of five years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to the City's needs. The user-friendly program should allow customers to generate a variety of reports quickly.

**3. Scope of Work**

The project will include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support, and as required, conversion of the existing database. Contractor will manage the entire inventory project. Attributes to be collected by field personnel may include, but are not limited to:

- Tree Number
- City district/grid/LMD zone/parks/R-Areas/residential
- Street
- Location by address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Recommended maintenance classification
- Existing overhead utilities
- Parkway size
- Parkway type
- Sidewalk damage

**4. Technical Support and Maintenance**

The Contractor will provide routine maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. The Contractor will provide complete support rapidly with

**CITY OF TRACY  
TREE MAINTENANCE PROGRAM  
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experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor must be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

**VII. PROJECT SPECIAL PROVISIONS**

This project may consist of tree pruning, traffic clearance pruning, and palm pruning as specified in the Project Special Provisions Contract Documents. All pruning methods must comply with the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City of Tracy Maintenance Standards.

**A. DEFINITIONS**

Where "as directed," "as required," "as permitted," "approve," "acceptance," or words of similar import are used, it will be understood that the direction, requirement, permission, approval, or acceptance by the City of Tracy is intended unless otherwise stated. As used herein, "provide" will be understood to mean "provide complete," in total. The word "site" as used hereinafter will be understood to mean the location receiving the service. The use of the word "Contractor" will be held to mean the Contractor and/or any person employed by the firm and working under this Agreement.

**B. WORK QUALITY**

All tree pruning must comply with good arboreal practice for the particular species of trees being trimmed and must be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor will also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City Parks, Sports Fields & Trees Superintendent or designee will determine if the Contractor has met all pruning requirements and payment will not be made for pruning that is not in accordance with the above standards. The Contractor will be deemed in Agreement default, if the Contractor consistently fails to comply with the aforementioned standards.

**C. STANDARDS**

Prior to beginning the work, the Contractor will review with the City Parks, Sports Fields & Trees Superintendent or designee various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning will include, but is not limited to, accepted pruning activities.

Daily tree pruning operations will commence no earlier than 7:00 A.M. and will be completed each day no later than 5:00 P.M.

**CITY OF TRACY  
TREE MAINTENANCE PROGRAM  
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Limbs one inch in diameter or greater must be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch, one foot to two feet from the crotch. The undercut should be at least one-third of the diameter. Make the second cut one-inch to three inches further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts must not be made so large that they will prevent sap flow. All cut branches three and one-half inches or larger in diameter must be lowered by proper ropes to the ground. Any damage caused by dropping limbs must be repaired within three days at the Contractor's expense and to the satisfaction of the City Parks, Sports Fields & Trees Superintendent or designee. All debris resulting from tree pruning operations must be removed from the work site on a daily basis.

**1. Tool Sanitation**

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces must be disinfected with a ten percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution must be mixed daily.

**2. Annual Tree Pruning**

Tree pruning per pre-designed districts, grids or prune routes on a set cycle is to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower) will fall under Crew Rental rate. Service request removals, pruning, or pruning to reduce and/or pruning to restore, will fall under Crew Rental or by applicable diameter at breast height (DBH) as determined by City.

- a. Contractor must comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- b. Contractor will notify the resident a minimum of 24 hours in advance of scheduled pruning and non-emergency removals – preferably 48 hours in advance.
- c. Contractor will provide and post “No Parking” signs 24 hours in advance of the work.

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- d. Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference and annoyance to the public. Work will be performed by competent employees and supervised by an experienced, English speaking, supervisor in tree maintenance operations. The Contractor will be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- e. Contractor will exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work will then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City or Contractor will properly mark the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USANorth811).
- f. No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- g. Final pruning cuts will be made without leaving stubs. Cuts will be made in a manner to promote fast callous growth.
- h. When pruning fungus, disease, or fire blight infected limbs or fronds, all pruning tools must be cleaned after each cut with the appropriate solution (e.g. alcohol or bleach).
- i. Topping will not be done unless specifically requested by the City.
- j. The specific techniques employed will be consistent with industry practice for the size and species of tree being trimmed. The goal will be a safe, healthy, clear, balanced and aesthetically pleasing structure for the tree. All dead, broken, damaged, diseased or insect infested limbs must be removed at the trunk or main branch. All cuts will be made sufficiently close, without leaving a stub, to the parent stem so that compartmentalization and callous development can readily start under normal conditions. All limbs two inches or greater will be undercut to prevent splitting. The remaining limbs and

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branches will not be split or broken at the cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline of the tree.

- k. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage will be reduced by at least 15% but no more than 25%.
- l. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- m. Small limbs, including suckers and waterspouts, will be cut close to the trunk or branch from which they arise.
- n. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing will not be an accepted practice for reducing the size or the framework of any tree.

**3. Pruning for Traffic Clearances**

Tree pruning for traffic clearances must provide clearances of at least 14 feet and no greater than 16 feet above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), will be determined by the City Parks, Sports Fields & Trees Superintendent or designee and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be 14 feet over the traveled road, and nine feet over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care will be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the

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length of a branch by cutting to a lateral, which is large enough to assume leadership.

- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

**4. Pruning Palm Trees**

Palm tree pruning will consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City Parks, Sports Fields & Trees Superintendent or designee, and in accordance with the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Parks, Sports Fields & Trees Superintendent or designee. The Contractor will be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- b. Palm Skinning (additional service and cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately 24 inches to 36 inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least 18 inches but no greater than 36 inches.

**5. Service Request Tree Pruning**

Trees that need service prior to their scheduled grid trim for safety, clearance, or aesthetic purposes must be trimmed within two weeks of notification by the City to the Contractor unless City determines the work to be of a more urgent nature. Trees designated for aesthetic trimming will be trimmed, shaped, and thinned. The trimming will provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees will be trimmed to provide at least 14 feet and no greater than 16 feet above finish grade for moving vehicles within the traveled roadway and nine feet over walkways. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs, and streetlights. Additional trimming will be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

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The specific techniques employed must be consistent with industry practice for the size, and specific of tree being trimmed. All dead, broken, damaged, diseased, or insect infested limbs must be removed at the trunk or main branch. All cuts will be made sufficiently close, without leaving a stub, to the parent stem so that compartmentalization and callous development can readily start under normal conditions. All limbs two inches or greater must be undercut to prevent splitting. The remaining limbs and branches will not be split or broken at the cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline of the tree. All trees will be thinned of smaller limbs when necessary to distribute the foliage evenly.

**6. Tree Removals**

City prepares list of trees to be removed or assigns work requests, marks trees, notifies homeowners, and submits the list or work request to the Contractor. Contractor calls Underground Service Alert (USANorth811) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled with soil, as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over 75 feet would fall under Crew Rental rates. The City Parks, Sports Fields & Trees Superintendent or designee will make the final determination to remove or provide public noticing for removal at a later date. Removals must be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and will be disposed of at the direction of the City Parks, Sports Fields & Trees Superintendent or designee. No wood will be left along public right-of-way unless approved by the City Parks, Sports Fields & Trees Superintendent or designee. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides, and rear solid and the top must be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City and/or Contractor are responsible for marking trees so that they are easily identifiable by Underground Service Alert (USANorth811) and the Contractor. The Contractor will be required to call Underground Service Alert (USANorth811) at least two days



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before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor must grind the stump a minimum distance of one and a half feet around the outer circumference of the stump, or until surface roots are no longer encountered. The Contractor will remove any exposed surface roots over two inches in diameter and backfill with soil as needed to prevent trip hazards.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal, except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces or irrigation systems must be restored to their original condition by the Contractor.

**7. Tree Planting**

Planting includes the tree, stakes, ties, and complete installation and watering for 90 calendar days. The City will supply the planting list to the Contractor on an as needed basis. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor must provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The City will be responsible for marking locations and the Contractor will notify Underground Service Alert (USANorth811) prior to planting.
- c. Planting pit must be dug twice the width and the same depth of the root ball. The planting pit sides must be scarified. The root ball of the new tree will be loosened as need to prevent encircling roots and facilitate rooting in to the surrounding soil. Before placing the tree in the planting pit, Contractor must examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree will be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root

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ball must be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball must be three inches below the level of the finished surface of the concrete.

- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- f. Trees must have a four inch to six inch high water retention basin built around the tree capable of holding at least ten gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree must be watered thoroughly by filling the water retention basin twice.
- g. All trees must be staked with two wooden lodge poles and two ties per pole. Minimum size of lodge poles will be ten feet long, with a one and a half inch diameter. Tree ties will be placed at one-third and two-thirds of the trunk height. Stakes will not penetrate the root ball and will be driven into the ground approximately 24 inches to 30 inches below grade.
- h. Trunk protectors such as Arbor-Guards or an approved equal must be placed at the base of the trunk of all new trees immediately after planting.
- i. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- j. All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees must be free from pests, disease, and structural defects.

**8. Crew Rental**

The standard crew is three workers, one chipper truck, one chipper, one aerial tower, and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs, may be performed under the Crew Rental rate.

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**9. Emergency Response**

The Contractor will be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. The Contractor's crew will do what is necessary to remove/secure the hazardous tree or render the tree-related condition safe until the following work day. Emergency work must begin within two hours of the initial telephone call.

Contractor is required to provide a 24 hour emergency phone number and the names of at least five contact individuals. Should the contact persons or their phone numbers change during the course of the Agreement, those changes must be submitted to the City within two working days.

Contractor is required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines, the Contractor will be required to notify the responsible utility company.

Work performed under the emergency provision of this Agreement will be paid for on a crew hour basis. This will include all labor, tools, equipment, disposal fees, and necessary materials.

**10. Line Clearance Pruning**

During the course of this agreement, the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor will be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Agreement. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations, and orders. The supervisor overseeing the project should be an ISA Certified Arborist Utility Specialist and the persons completing the work should be Line Clearance Treeworkers. The competency of the Contractor's personnel must be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines must be trained to do so in accordance with the "Electrical Safety Orders" of the State of California.

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**11. Tree Watering**

Watering is performed by a one-person crew with a water truck who will water various routes including landscape median and young trees that are three years old and younger.

**12. Small Tree Care**

The City requires an active approach to the care of its young and newly planted trees. The Contractor will be required to perform basic maintenance that will include, but is not be limited to, tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

**13. Arborist Services**

On occasion, the City requires tree evaluations including written reports. The Contractor will provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed Arborist's reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

**D. TRAFFIC CONTROL**

Contractor must conform to all City Traffic Safety requirements and operating rules at all times while this Agreement is in effect. The Contractor must employ staff certified as Traffic Control Design Specialists and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow/message board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow/message boards, sign stands, delineators and/or cones must be used to identify the work site for vehicular and pedestrian safety.

**E. PUBLIC NOTICING OF TREE PRUNING OPERATIONS**

Contractor will be required to notify residents and/or businesses of scheduled tree pruning operations at least 24 hours prior to the work being performed. Notifications will be made in the form of door hangers.

City approved "No Parking" signs must be posted on individual trees scheduled for pruning 24 hours prior to the work being performed.

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**F. CLEAN UP**

Contractor must clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Every effort will be made by the Contractor to prevent debris or materials from tree work to be allowed to enter the City's storm drainage system. The Contractor must comply with all storm water runoff regulations.

Each day's scheduled work will be completed and cleaned up and under no circumstances will any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris must be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

The City Parks, Sports Fields & Trees Superintendent or designee, will be the sole judge as to the adequacy of the clean up.

**G. DISPOSAL OF DEBRIS**

All tree branches, trunks, chips, etc. produced as a result of the Contractor's operations under this Agreement will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report is to be used for compliance with Assembly Bill 939.

**1. Greenwaste Recycling Report**

Greenwaste that is transported to an off-site facility for grinding into mulch must be documented and available to the City Parks, Sports Fields & Trees Superintendent or designee on a monthly basis.

**2. Wood Chips**

a. Chips generated from pruning operations within the City of Tracy may first be dumped at a City designated site for possible reuse as landscaping mulch.

b. At the direction of the City Parks, Sports Fields & Trees Superintendent or designee, wood waste generated from tree removals will be chipped into pure wood chips with an even uniform size.

**H. PARKING**

The City of Tracy will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this Agreement. The

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Contractor will hold the City of Tracy harmless and release the City of liability as a result of theft or vandalism.

**I. INVOICE**

Contractor will be required to submit invoices on a monthly basis. Invoice format will include, but is not be limited to: the district or LMD zone that tree maintenance operations took place, a list of each street that the tree work occurred, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

**J. INSPECTIONS**

The City Parks, Sports Fields & Trees Superintendent or designee, will at all times have access to the work and will be furnished with every reasonable facility for ascertaining full knowledge respecting the staffing, progress, workmanship, and character of materials and equipment used and employed in the work.

**K. WITHHOLDING PAYMENT**

The City may withhold payment to such extent as may be reasonably necessary to protect the City from loss including, but not limited to the following:

1. Defective or inadequate work not corrected.
2. Work performed on incorrect trees.

**L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

1. The City may modify these specifications with the joint approval of the Contractor and the City of Tracy. All modifications will be in writing.
2. In the event that the City of Tracy should require additional work beyond the requirements of these specifications, the Contractor will perform all work at a competitive price.
3. Additional work may be added to the Agreement work as the need arises. The Contractor will perform all specified and approved additional work at the unit prices listed in Exhibit "B."
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the Agreement. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

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5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two hours of receipt of the call.

**M. COOPERATIVE PURCHASING**

It is intended that other public agencies (e.g., city, county, school district, special district, public authority, public agency, and other political subdivision of the State of California) and/or other City departments will have the option to participate in any agreement created as a result of this Agreement with the same terms and conditions as to the price of the product and/or service. The City of Tracy will incur no financial or legal responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated agreement between the City of Tracy and the Contractor will accept sole responsibility for negotiating, placing orders, and making payment to the Contractor. The Contractor may or may not agree to the cooperative purchasing clause.

**Exhibit "B"**

**SCHEDULE OF COMPENSATION**

In conformity with the terms and conditions of the contract, West Coast Arborists hereby proposes to the City of Tracy the following schedule of compensation:

<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>
Annual/Grid Tree Trimming – LMD	per tree	\$ <u>65.00</u>
Annual/Grid Tree Trimming – General Fund	per tree	\$ <u>79.00</u>
<b><u>AESTHETIC PRUNING</u></b>		
0-6" dbh	per tree	\$ <u>40.00</u>
7-12" dbh	per tree	\$ <u>95.00</u>
13-18" dbh	per tree	\$ <u>175.00</u>
19-24" dbh	per tree	\$ <u>275.00</u>
25-30" dbh	per tree	\$ <u>350.00</u>
31" + dbh	per tree	\$ <u>495.00</u>
<b><u>CLEARANCE TRIMMING ONLY (grid basis)</u></b>	per tree	\$ <u>50.00</u>
<b><u>PALM TREE TRIMMING</u></b>		
Washingtonia palm, any size	per tree	\$ <u>79.00</u>
Canary Island Date Palm, any size	per tree	\$ <u>285.00</u>
<b><u>TREE REMOVAL</u></b>		
Tree and stump removal 0-36"	per DBH inch	\$ <u>29.00</u>
Tree and stump removal over 36"	per DBH inch	\$ <u>49.00</u>
Tree only removal	per DBH inch	\$ <u>25.00</u>
Stump only removal	per diameter inch	\$ <u>14.00</u>
<b><u>PLANTING</u></b>		
15 gallon tree	per tree	\$ <u>165.00</u>
24 inch box tree	per tree	\$ <u>295.00</u>
36 inch box tree	per tree	\$ <u>1,100.00</u>
<b><u>TREE WATERING</u></b>	per day	\$ <u>600.00</u>
<b><u>CREW RENTAL</u></b>		
3 man crew with equipment	per hour	\$ <u>225.00</u>
2 man crew with equipment	per hour	\$ <u>150.00</u>
1 man crew with equipment	per hour	\$ <u>75.00</u>
<b><u>SPECIALTY EQUIPMENT</u></b>		
95 Aerial Tower	per hour	\$ <u>95.00</u>
Loader/Roll-off 40 yard	per hour	\$ <u>95.00</u>
Crane	per hour	\$ <u>95.00</u>
<b><u>EMERGENCY RESPONSE</u></b>		
3-man crew with equipment (evening, weekend, or holiday call-out)	per hour	\$ <u>285.00</u>
<b><u>TREE INVENOTRY AND SOFTWARE PACKAGE</u></b> (re-inventory of area/zone)	per tree site	\$ <u>3.00</u>
<b><u>GPS INVENTORY UPDATES</u></b> (new areas)	per tree site	\$ <u>5.00</u>
<b><u>ARBORIST SERVICES</u></b>	per hour	\$ <u>125.00</u>



RESOLUTION 2015-129

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS FOR TREE MAINTENANCE SERVICES IN THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT AND GENERAL FUND AREAS, AUTHORIZING THE CITY MANAGER TO EXECUTE SUBSEQUENT AGREEMENT EXTENSIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on June 19, 2015, staff issued a Request For Proposals for Tree Maintenance Services within the City's Landscape Maintenance Districts and General Fund areas and reviewed the proposal received, and

WHEREAS, staff has negotiated an agreement with West Coast Arborists (Consultant) to perform the services and tasks necessary to carry out terms outlined in the Professional Services Agreement (PSA), and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council approves a five year Professional Services Agreement (PSA) with West Coast Arborists for services required for Tree Maintenance Services, and
2. The City Council authorizes the Mayor to execute the PSA, and
3. The City Council authorizes the City Manager to execute future Agreement extensions for up to three additional one-year terms.

\* \* \* \* \*


The foregoing Resolution 2015-129 was passed and adopted by the Tracy City Council on the 21<sup>st</sup> day of July 2015, by the following vote:

AYES: COUNCIL MEMBERS: MITRACOS, RICKMAN, VARGAS, YOUNG, MACIEL

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

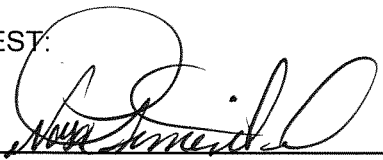
ABSTAIN: COUNCIL MEMBERS: NONE




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MAYOR

ATTEST:




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CITY CLERK

RESOLUTION \_\_\_\_\_

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES TO AMEND THE 'NOT TO EXCEED' AMOUNT TO BE AN ANNUAL AMOUNT AND AUTHORIZING THE PAYMENT OF INVOICES THAT HAVE EXCEEDED THE INITIAL CONTRACT AMOUNT

WHEREAS, The Public Works Department is responsible for the management of the City's urban forest which has approximately 37,000 trees within its inventory, and

WHEREAS, Council approved an agreement with West Coast Arborists, Inc. (WCA) for tree maintenance services on July 21, 2015. The Agreement is for five years, commencing on August 1, 2015 through July 31, 2020, with authorization granted to the City Manager to extend the Agreement for three additional one-year terms, and

WHEREAS, Staff is requesting Council approval of Amendment No. 1 to amend Section 5.1 of the current WCA Agreement to now read, "...Contractor's fee for this Agreement is Not to Exceed \$1,377,000 per fiscal year"., and

WHEREAS, Staff seeks Council authorization to pay WCA for all pending invoices and work performed to date in excess of the initial contract amount of \$1,377,000;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves, Amendment No. 1 to the Agreement with West Coast Arborists, Inc., for tree maintenance service to include language indicating the not to exceed amount is per fiscal year, and authorizes the payment of invoices that have exceeded a cumulative total of \$1,377,000 from the start of the Agreement.

\* \* \* \* \*

The foregoing Resolution \_\_\_\_\_ was passed and adopted by the Tracy City Council on the 6<sup>th</sup> day of February 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
Mayor

ATTEST:

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

AGENDA ITEM 4

REQUEST

**RECEIVE AND DISCUSS THE ANNUAL REPORT ON SENIOR SERVICES**

EXECUTIVE SUMMARY

This report discusses the activities of the Senior Services Program during the previous year, including program highlights and increases in attendance. The report includes an update on senior needs and concerns based on the findings from the annual senior forum and also summarizes the efforts of the Parks and Community Services Commission, which has an active role within the senior community.

DISCUSSION

The Lolly Hansen Senior Center provides a wide variety of programs, services and activities for seniors including educational programs, health and wellness presentations, recreational programs, special events, senior related seminars, and volunteer and intergenerational opportunities. The senior center also serves as a resource hub to connect seniors and their families to services and referrals in coordination with various local agencies. It also offers a daily nutritional lunch offered through the San Joaquin County Department of Aging and Transportation. Most importantly, the senior center is a place for older adults in the Tracy community to gather and socialize.

The City Council named “Quality of Life” as a strategic priority for those living and working in Tracy and the senior center operates with that priority in mind. Staff strives to improve efficiencies, increase satisfaction and uphold the community’s values and expectations through its work with the Tracy senior community.

**Programming at Lolly Hansen Senior Center**

Currently 3,723 seniors are registered with the senior center, a 29% increase from last year. In 2017, the senior center provided approximately 43,212 services for these seniors. Based on feedback from the various community forums, staff has increased programming over the past year, adding several new activities. These activities include two new Health and Wellness classes, eight recreational classes, 11 programs and three casual social events. “Exhibit A” to this report outlines the senior center’s improved program impact numbers through increased offerings for 2016 and 2017.

On November 18, 2014, Council supported staff’s recommendation to create “Senior Link–Tracy” to address an alternative way to outreach to seniors regarding their needs and concerns. The Senior Link-Tracy program provides an opportunity for senior citizens in Tracy to voice their concerns, share their needs, and identify resources that will assist them in living full, vibrant and independent lives. In 2017 approximately 108 seniors used this service. Council also supported the Local Senior Resource Guide, which assists seniors and caregivers in connecting with a wide variety of local resources and non-profit agencies, as well as to City Council and Commissions. The guides can be found at the senior center, City facilities, City website and throughout the community.

With this service approximately 347 inquiries were made to connect people to various resources.

### **Parks & Community Services Commission**

The Parks and Community Services Commission (The Commission) has purview over parks and programming for youth, adults and seniors. Staff from the Recreation Division provides a monthly recreation report as well as a quarterly update on senior comments and concerns to the Commission. Staff also meets with the various subcommittees that have been established to meet the Commission's two year goals for FY's 2015/2017. The Commission has senior representation actively engaged in the Tracy community.

On May 10, 2017, the yearly "Community Conversation" forum was held with two sessions throughout the day at the Tracy community center and the senior center. There were approximately 15 seniors and community members in attendance. "Exhibit B" to this report outlines the needs and concerns expressed at the forum, with staff responses.

On November 8, 2017, the Commission held a special meeting at the senior center to provide seniors the opportunity to address the Commission regarding their needs and concerns. The meeting was held in the early afternoon and approximately 16 seniors were in attendance. "Exhibit B" to this report outlines the senior concerns expressed at the gathering, with staff responses.

Informally, the Commission has also attended senior center activities and events, Summer Downtown Block Parties, Farmers Market and various other community events that provide the Commissioners the opportunity to interact with the community and engage with seniors regarding the Commission and services provided by the City of Tracy. The community involvement subcommittee is available upon request to provide presentations to various community groups in Tracy where they provide information regarding the various senior services and the role of the Commission, including how to connect to City services, the Local Senior Resource Guide, the Senior Link-Tracy program, the Recreation Activity Guide and the Arts Education Catalog.

Lastly, a Commissioner, along with City staff, regularly attend the Tracy Senior Association monthly meeting, where they listen to seniors' needs and concerns and provide information to the group.

The Commission's Community Involvement subcommittee will continue to increase the Commission's visibility in the senior community by attending community events and senior center events and will continue to outreach to the various neighborhood groups, service clubs and the Tracy Senior Association.

Recreation staff and the Commission will continue to outreach to the senior community and provide an opportunity for seniors to address their needs and concerns by:

- Reporting to the Commission on a quarterly basis on current and future needs for seniors in the Tracy community.
- Using the senior center as a resource hub to inform the senior community on how to connect with City services and other senior-related agencies.
- Marketing the Senior Link-Tracy program and Local Senior Services and Resources guide at locations including the Lolly Hansen Senior Center, City facilities and other locations where seniors gather. Marketing efforts will also include reaching out to non-profits and other organizations that provide services to seniors.
- Hosting the annual Community Conversations in May, 2018, and a special meeting in November, 2018, at the Senior Center to gather the needs and concerns from seniors to report back to City Council in February, 2019.

### **Lolly Hansen Senior Center Renovation**

On June 7, 2016 City Council adopted the annual budget for Fiscal Year 2017/2018 which included CIP numbers (71093 - \$68,588 & 78155 - \$824,100) for a total of \$892,688 to renovate the Lolly Hansen Senior Center. An additional amount of \$777,728 has been awarded to the project by the Community Development Block Grants (CDBG) to expand and upgrade the facility; thus bringing the total available amount at this time to \$1,670,416 for completion of this project. However, additional funding is needed to complete all the listed improvements as discussed later in this report.

The senior center was built in 1987 to provide seniors in the Tracy community various recreational programs and activities. The existing building is 5,200 square feet. Over the past several years seniors have expressed through the Community Conversation forums, comments cards and at City Council meetings the need of a new Senior Center and renovations to the Lolly Hansen Senior Center. The facility is heavily used and at maximum capacity with daily programming such as, fitness classes, art classes and special events.

A Request for Proposal (RFP) for design services was advertised on January 4, 2017 and was award to LDA Partners, LLP on May 2, 2017. The scope of the Senior Center Renovation Project is completed based on the needs and requests of seniors and the community that has been captured at the various community outreach meetings led by the consultant architect. The scope of the renovation includes improved accessibility in accordance with the Americans with Disabilities Act (ADA), an expanded multi-purpose room to the existing room, a new classroom, expanded storage area, new furniture, PA system, computers and other needed improvements. The facility improvements when completed will increase the size of the facility by approximately 2,100 square feet.

Staff will be requesting additional funds in the amount of \$600,000 through a separate agenda item to complete this project due to the increase in the scope. A committee was formed to work through the logistics of the project and a senior citizen from the senior center is serving on that committee to maintain a link between the renovation project and

the senior community that uses that facility. Staff anticipates the Senior Center Renovation CIP project to be completed by the end of 2018.

#### STRATEGIC PLAN

1. This agenda item supports the Quality of Life Strategy, specifically:

**Goal 1:** Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery.

**Goal 5:** Improve Current Recreational, Cultural Arts and Entertainment Programming and Services to Reflect Community Interests and Demands.

#### FISCAL IMPACT

Costs related to support the senior services are included in the Parks and Recreation budget.

#### RECOMMENDATION

Staff recommends that Council accept the Annual Report on Senior Services.

Prepared by: Jolene Jauregui, Recreation Services Supervisor

Reviewed by: Kim Scarlata, Division Manager II  
Brian MacDonald, Parks & Recreation Director  
Karin Schnaider, Finance Director  
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

#### ATTACHMENTS

Exhibit A – Summary of the Senior Center program impact numbers and offerings  
Exhibit B – Status of senior needs and concerns from two Senior Forums

# PROGRAM IMPACT

## LIFE ENRICHMENT & WELLNESS PROGRAMS

**PURPOSE:** To promote health and wellness by providing access to activities, programs, and services.

### **2016 STATISTICS & SIGNIFICANT INFORMATION:**

- Daily attendance = 39,018
- Average daily attendance = 163
- Average weekly attendance = 813
- Average monthly attendance = 3,251
- 882 Educational opportunities, activities, recreational programs and services were offered.
- New events = 1
- New programs = 2
- New classes = 4
- Information & Assistance appointments = 3,255
- Average number of meals served:
  - 18/day
  - 90/week
  - 390/month
  - 4,680/year
- Average number of meals delivered:
  - 9,840/year
- AARP Tax Assistance appointments = 140
- Presentations delivered = 16

### **SERVICE RELATED OFFERINGS:**

- AARP Driver Safety Classes
- AARP Tax Assistance
- Brown Bag
- Daily Nutrition Lunch
- Drive Well, Age Smart
- Flu Shot Clinics
- HICAP (Health Insurance Counseling & Advocacy Program)
- Meals on Wheels
- Mobile Farmer’s Market
- Paralegal
- Senior Link – Tracy Program
- University of Pacific Health Fair for Seniors & other Medicare Beneficiaries

### **2017 STATISTICS & SIGNIFICANT INFORMATION:**

- Daily attendance= 43,245
- Average daily attendance = 180
- Average weekly attendance = 901
- Average monthly attendance = 3,604
- 936 Educational opportunities, activities, recreational programs and services were offered.
- New events = 3
- New programs = 11
- New classes = 8
- Information & Assistance appointments = 3,390
- Average number of meals served:
  - 19/day
  - 98/week
  - 392/month
  - 4,704/year
- Average number of meals delivered:
  - 9,840/year
- AARP Tax Assistance appointments = 207
- Presentations delivered = 16

## **VOLUNTEER SUPPORT**

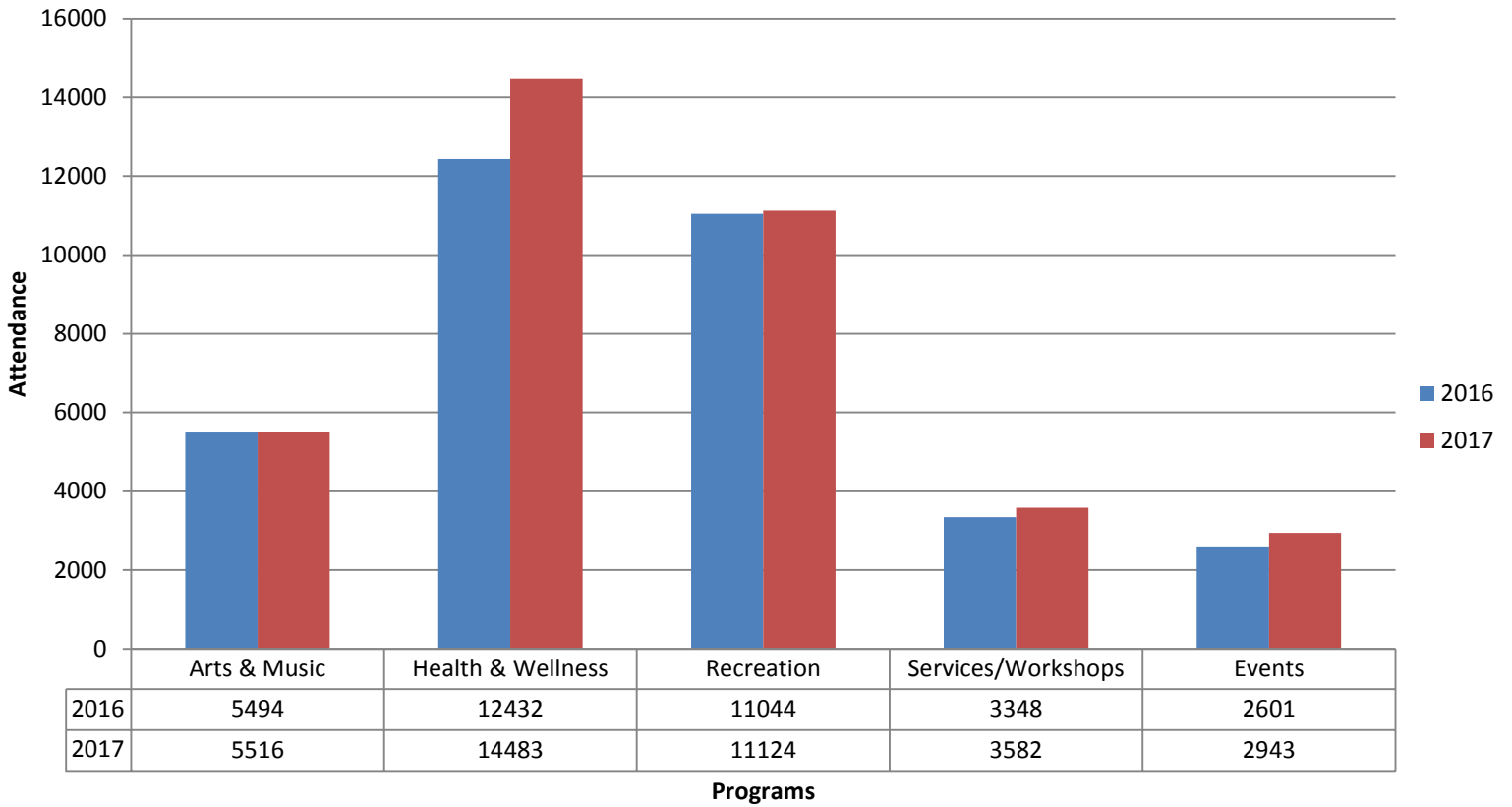
### **2016/2017 Hours of Volunteer Support:**

The number of unduplicated volunteers that reported volunteer hours = 43

Total of reported volunteer hours = 3,791.50

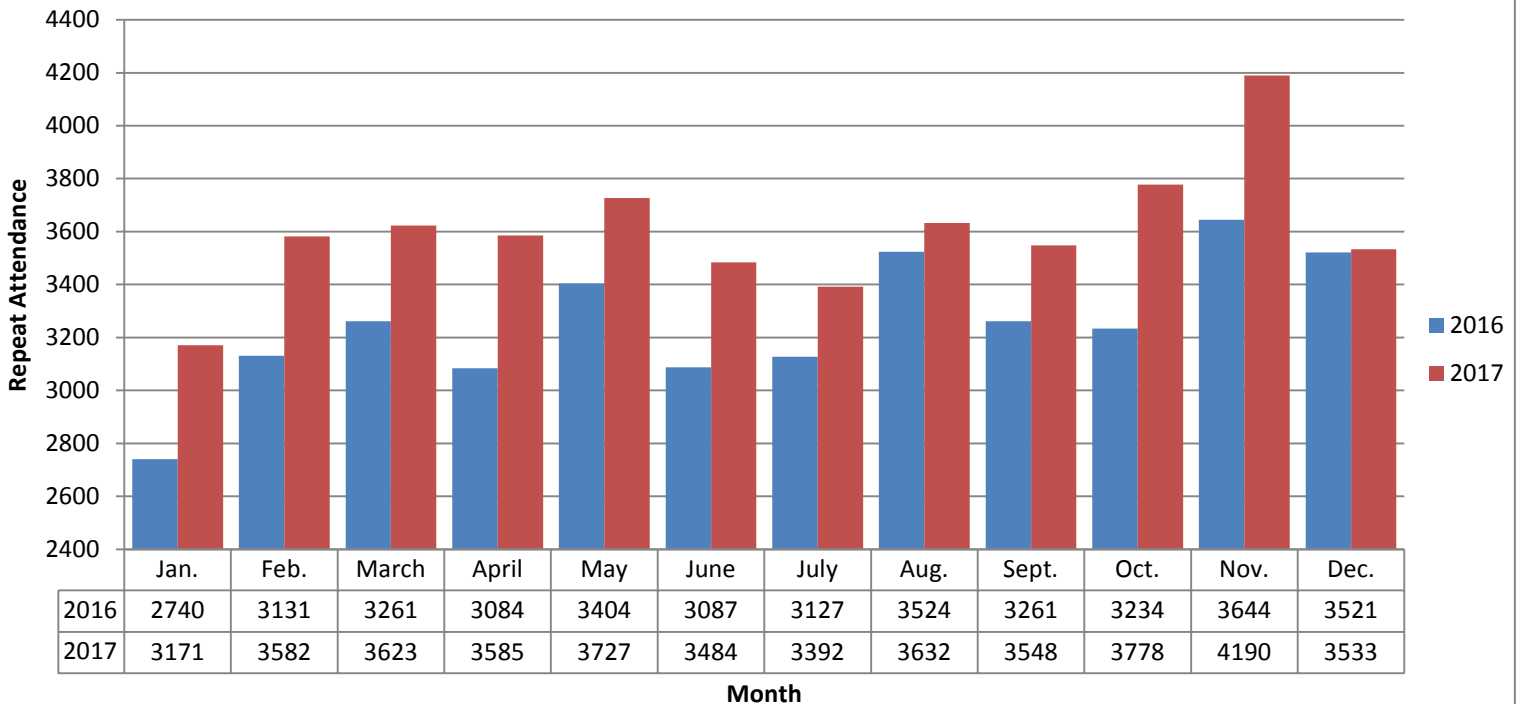
We continue to work at increasing the number of volunteers who record their hours in our database. We appreciate all volunteer service, whether formally recorded or not.

### Lolly Hansen Senior Center Attendance for Programs



Programs

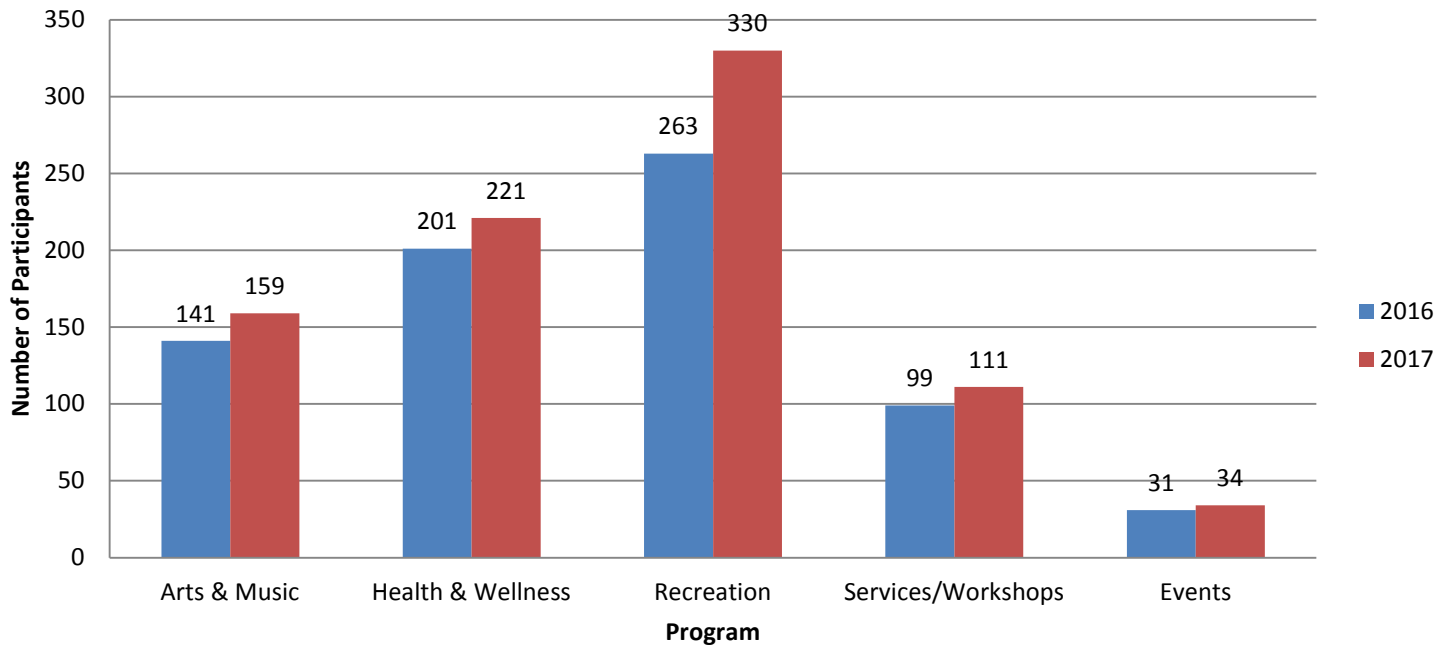
### Lolly Hansen Senior Center Monthly Total - Repeat Senior Attendance



Month



## Programs and Activities Offered at the Lolly Hansen Senior Center



**SENIOR COMMUNITY CONVERSATION MEETING MAY 10, 2017  
CURRENT SENIOR CITIZEN NEEDS AND CONCERNS**

**Attendance: 15**

**What's Working:**

- Staff more available and receptive
- Outdoor garden
- Staff treats everyone like family
- City listening to needs and taking action
- Staff & City think outside the box
- Fire Department making improvements
- Needs being addressed
- Administration and Council more visible and available
- Homeless group addressing needs of homeless

**Department: Parks & Recreation - Senior Division**

Senior Concern	Recommendation	By When
Expansion of the Senior Center	The Senior Center has been awarded funds to complete a CIP project to renovate/expand the facility. Construction is estimated to begin in the Spring 2018.	End of 2018
Need to be in touch with all seniors in Tracy	Senior Center staff will utilize Facebook and other marketing strategies. The Senior Center's current marketing efforts include: Flyers, web based information, press release, local newspapers, and the Recreation Activity Guide (3x year). The Senior Center targets locations which seniors frequently visit. The current distribution includes locations such as: Pharmacies, restaurants, doctor's offices, senior living facilities and city facilities. Staff will continue to research more locations.	Ongoing
Need to attract Baby Boomers	Senior Center staff will research activities, programs and extending operating hours to draw in Baby Boomers.	Ongoing
Better, more expansive and accessible lunch program	Staff shared information with the San Joaquin Department of Aging. The Senior Center is currently provided 98 lunches per week.	Ongoing
Mountain House seniors need to be served at the Tracy Senior Center	The Senior Center is open to all seniors 50+ years old. The Senior Center currently has registered participants from Mountain House and other cities who attend various classes.	Ongoing
Classes to aid memory	Senior Center staff will look into finding a contractor or volunteer who is interested in teaching a memory stimulation class.	Ongoing
Overnight senior trips	Senior Center staff will research different agencies who may provide travel options for overnight trips.	Ongoing

**Department: Parks & Recreation - Transportation Division**

<b>Senior Concern</b>	<b>Recommendation</b>	<b>By When</b>
Transportation outside of Tracy Example: Doctor's appointments to Stockton or Modesto	Transportation Division staff can inform the Regional Transit District of the need for more direct routes to appointments. The Transit Station, as well as the Senior Center, also has fixed RTD route pamphlets for transportation to Lathrop, Stockton and Manteca. There are also non-profit organizations available to assist seniors with doctor's appointments.	Completed
Public transportation to Larch Clover Community Center as well as San Joaquin Delta College	Transportation Division staff will document the concern for the Unmet Transit Needs in Tracy. <b>Update:</b> The Transportation Division will be offering a pilot program for Paratransit registrants throughout the month of December to provide transportation to Larch Clover Community Center.	Completed
Expanded transportation hours and out of town services	Transportation Division staff will document the concern for the Unmet Transit Needs in Tracy.	Completed
Transportation services to Banta	Transportation Division staff will document the concern for the Unmet Transit Needs in Tracy.	Completed

**Department: Development Services**

<b>Senior Concern</b>	<b>Recommendation</b>	<b>By When</b>
City boundary lines extended to include county	Staff shared the information with City Planning Division.	Completed
Allow county residents to be included in Senior Center activities without non-resident fees and access to City of Tracy scholarship program	All non-resident fees are 10% of the "cost" of a program. Currently the City's Financial Assistance is for Tracy residents who live within the city boundaries. Staff will research other County programs to provide scholarship.	Completed

**General Comments**

<b>Senior Concern</b>	<b>Recommendation</b>	<b>By When</b>
ADA wheelchair accessibility – sidewalks and ramps	General statement – Information has been shared with Development Services and Public Works.	Completed
More benches throughout Tracy	General statement	Ongoing

Graveyard for pets	General statement	Ongoing
Better dog park	General statement	Ongoing
Regional Park	General statement	Ongoing

**PARKS & COMMUNITY SERVICES COMMISSION  
SPECIAL MEETING NOVEMBER 8, 2017**

**Attendance: 16**

**What's Working:**

- Offer a lot of classes
- Great staff
- Multiple, good trips
- Wonderful events

**Department: Parks & Recreation – Senior Division**

<b>Senior Concern</b>	<b>Recommendation</b>	<b>By When</b>
Not enough space for activities (Golden Agers, Fitness, Zumba, Ping Pong)	The Senior Center has been awarded funds to complete a CIP project to renovate/expand the facility. Construction is estimated to begin in the Spring 2018.	End of 2018
More activities for the seniors to attend. <ul style="list-style-type: none"> <li>• Karaoke</li> <li>• Casino Trips</li> <li>• Develop more clubs for seniors to attend ex: Bridge or Chess Club</li> <li>• Ping Pong Tournaments</li> <li>• Afternoon Quilting/Sewing -additional day to be added</li> <li>• Travel Club</li> </ul>	The Senior Center has been awarded funds to complete a CIP project to renovate/expand the facility. Construction is estimated to begin in the Spring 2018. Once the renovation is completed staff will begin to implement new programs based on the senior's feedback.	End of 2018
Covered Outdoor Area	The Senior Center has been awarded funds to complete a CIP project to renovate/expand the facility which includes a portion of the Outdoor Area to be covered. Construction is estimated to begin in the Spring 2018.	End of 2018

Exhibit B

<p>Additional parking needs to be added with the expansion. (More handicap)</p>	<p>The Interim Parks &amp; Recreation Director mentioned that a new parking configuration for the whole plaza area was being discussed.</p>	<p>Ongoing</p>
<p>Multi-Generational Facility</p> <ul style="list-style-type: none"> <li>• Near a park</li> <li>• A building for seniors near a building for youth in the same complex</li> <li>• Or one very large building to accommodate multiple classes and activities for all ages</li> </ul>	<p>Tracy City Council discussed the use of Measure V funds to build a new Multi-generational facility in the future.</p>	<p>Through the budget process</p>
<p>Use of the Community Center for fitness classes</p>	<p>The use of the Community Center will be temporary once the construction of the Senior Center expansion has begun.</p>	<p>Approximately Spring 2018</p>
<p>Supplemented travel through the City</p>	<p>The City currently offers a scholarship program to Tracy residents that can be used towards the transportation cost of all senior trips.</p>	<p>Ongoing</p>
<p>Better marketing of current programs</p>	<p>Senior Center staff will continue to utilize Facebook and other marketing strategies. The Senior Center's current marketing efforts include: Flyers, web based information, press release, local newspapers, and the Recreation Activity Guide (3x year). The Senior Center targets locations which seniors frequently visit. The current distribution includes locations such as: Pharmacies, restaurants, doctor's offices, senior living facilities and city facilities. Staff will continue to research more locations and research other marketing methods.</p>	<p>Ongoing</p>
<p>Social Security office extension here in Tracy or at the Senior Center</p>	<p>Staff will reach out to the Social Security office to see if a representative can be present at the Senior Center and will also let them know of the growing need throughout Tracy.</p>	<p>Completed Staff is awaiting response.</p>
<p>Library outreach to the Senior Center</p>	<p>Staff will work with the Library to advertise programs and events at the Senior Center.</p>	<p>Ongoing</p>
<p>Printer/Copier just for senior use (small fee okay)</p>	<p>The Senior Center currently has a printer available to participants. A new dual printer/copier machine to be purchased with the renovation/expansion. Construction is estimated to begin in the Spring of 2018.</p>	<p>Approximately Fall 2018</p>
<p>Expansion of the scholarship program to county residents</p>	<p>All non-resident fees 10% of the "cost" of a program. Currently the City's Financial Assistance is for Tracy residents who live within the city boundaries. Staff will research other County programs to provide scholarship.</p>	<p>Ongoing</p>

**Department: Parks & Recreation – Transportation Division**

<b>Senior Concern</b>	<b>Recommendation</b>	<b>By When</b>
City buses that go out of town	Transportation Division staff will document the concern for the Unmet Transit Needs in Tracy.	Completed
More buses and times to come and go from the Senior Center	Transportation Division staff will document the concern for the Unmet Transit Needs in Tracy.	Completed
Transportation to Larch Clover Community Center	Transportation staff was present and advised the participants that a pilot program for Paratransit registrants will be held throughout the month of December to provide transportation to Larch Clover Community Center.	Ongoing Began December 2017

**Department: Development Services**

<b>Senior Concern</b>	<b>Recommendation</b>	<b>By When</b>
More affordable housing. (Long waitlists)	Information shared with Planning Division.	Completed
Another hospital (long emergency room wait times and slow doctors)	Information shared with Planning Division.	Completed

# Receive and Discuss the Annual Report on Senior Services



# Highlights

- Activities provided by the Senior Services Program
- Current and future needs of seniors in Tracy
- Update on the efforts of the Parks & Community Services Commission





# Lolly Hansen Senior Center

- Offers a variety of programs, services and activities for seniors
- Resource hub
- A place to gather & socialize



# Programming Highlights

- 3,723 seniors are currently registered with the Senior Center
- In 2017 approximately 43,212 services were provided
- Increased programming
- Marketing Efforts



# Resource Hub

## Senior Link – Tracy

- Alternative way to outreach to seniors

## Local Senior Resources Guide

- Connect seniors to a wide variety of local resources



**The Senior Link Specialist is available**  
 Monday, Wednesday and Friday from 12:00 p.m. to 3:00 p.m.  
 Please call to schedule your appointment.

**Senior Link-Tracy**  
 Assisting Senior Citizens in living a full, vibrant and independent life with access to information, local agencies and service providers

**Need help finding services or Do you have a concern?**

Senior Housing	In-Home Care
Transportation Services	Discount Services
Health Services	Volunteer Opportunities

**Our Senior Link Specialist will help you!**

**Lolly Hansen Senior Center**  
 375 East 9th St.  
 (209) 831-4230  
 www.ci.tracy.ca.us  
 Monday - Friday  
 8:30 a.m. - 4:00 p.m.



**Health Services**  
 Behavioral Health Services of Tracy (209) 831-2641  
 Tracy Family Resource Center (209) 224-4922  
 Police Control Hall (909) 222-1222  
 Solidic Prevention Hall (909) 794-2423  
 Tracy Volunteer Center (209) 835-2772  
 Disability Insurance (909) 480-2327  
 HCAP (916) 273-3762  
 MyAid (209) 488-1800

**Late Life Services**  
 Community Hoopie (209) 578-4300  
 Hoopie of San Joaquin (209) 952-3888

**Senior Housing**  
 Public Housing in Tracy (209) 835-3320  
 State Fair Meadows (209) 834-4010

**Get Connected**  
 City Council (1st & 2nd Tuesday of each month at 7:00pm)  
 Parks and Community Services Commission (1st Thursday of each month at 7:00pm)  
 Planning Commission (2nd & 4th Wednesday of each month at 7:00pm)  
 Tracy Arts Commission (2nd Tuesday of each month at 7:00pm)  
 Grand Theater Center for the Arts (7:30 Central Avenue)  
 Transportation Advisory Commission (2nd Thursday of each month at 7:00pm)  
 San Joaquin County Commission on Aging (1st Monday of each month at 1:00pm)

**Local Senior Services & Resources**  
 Lolly Hansen Senior Center (Hours of Operation: Monday - Friday 8:30am to 4:00pm)  
 Recreation Division (333 Civic Center Plaza)  
 Senior Link - Tracy (209) 831-4230

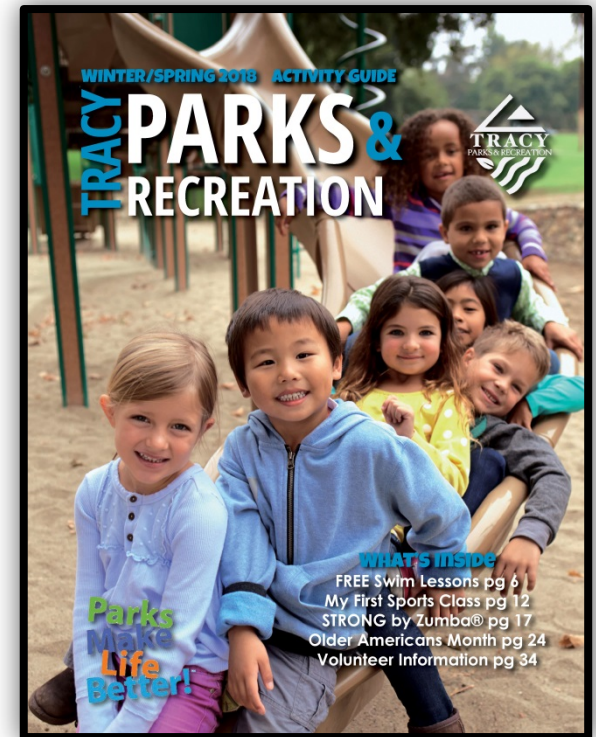
**Discounted Services**  
 AARP - Dining Club & Tax Aid (209) 831-4230  
 California Elder Program (English) (866) 272-8249  
 Spanish (866) 272-8258  
 City of Tracy (Program Scholarship) (209) 831-4230  
 City of Tracy Renter and Homeowner Dependent Waiver, Senior & Disability Phone (209) 831-4000  
 Fax (209) 831-4044  
 customercenter@ci.tracy.ca.us

**Senior Link - Tracy**  
 Need help finding services or Do you have a concern?  
 \*Senior Housing/Transportation Services \*Health Services-to-Home Care \*Discount Services/Volunteer Opportunities  
 Please call to schedule your appointment with the Senior Link Specialist (209) 831-4230  
 Monday, Wednesday and Friday 12:00pm to 3:00pm  
 Senior Link - Tracy is assisting Senior Citizens in living a full, vibrant and independent life with access to information, local agencies and services providers.



# Parks & Community Services Commission

- Purview over the parks & programming for youth, adults and seniors
- Monthly Recreation Reports
- Quarterly update on Senior Comments and Concerns



# Parks & Community Services Commission

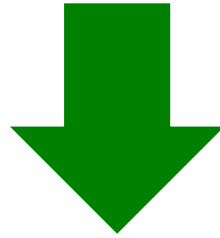
**Commission's FY 2015/2017 goal -**  
To increase visibility within the senior community

- Host 2 Senior Forums Annually
- Gather information
- Address concerns



# Two Senior Forums

Community Conversation



Parks & Community Services  
Commission Gathering at the  
Senior Center



# Parks & Community Services Commission

## Outreach into the Community

- Community Events
- Presentations with community groups
- Tracy Senior Association



# Next Steps

## **The Parks & Community Services Commission Community Involvement subcommittee:**

Increase the Commission's visibility in the senior community by attending community events & Senior Center events

Outreach to various neighborhood groups, service groups & the Tracy Senior Association

## **Recreation Staff & the Commission:**

Staff will report to the Commission on a quarterly basis on current and future needs for seniors in the Tracy community

Use the senior center as a resource hub

Market the Senior Link-Tracy program & Local Senior Services and Resources guide

Annual Community Conversations in May 2018 & a special meeting in November 2018





# Senior Center Renovation

- Lolly Hansen Senior Center dedicated in 1987
- \$896,000 allocated to renovate the Senior Center
- Additional \$777,728 CDBG Grants
- Completion by the end of 2018



# Senior Center Renovation

## Scope of Project

- Expanded multipurpose room
- New Classroom
- Additional Storage room
- Outdoor Covered Patio
- Renovation of interior finishes
- Remodeling of kitchen, restrooms & reception area
- Computer/Resource Lab
- Large screen TV
- AV and PA system



# THANK YOU!



AGENDA ITEM 5

REQUEST

**APPROVE A JOINT POWERS AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT THAT ESTABLISHES THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY WITH AN EFFECTIVE DATE OF MARCH 1, 2018 AND AN IMPLEMENTATION DATE OF JULY 1, 2018, AND AUTHORIZE ALLOCATION OF \$20,000 FROM UNALLOCATED RESERVES TO FUND 211 FOR START-UP COSTS**

EXECUTIVE SUMMARY

Staff is requesting Council approve a Joint Powers Agreement between the City of Tracy (City) and the Tracy Rural Fire Protection District (District) that establishes the South San Joaquin County Fire Authority.

In 1999, the City and the District entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). Subsequently, the JPA entered into an agreement with the City of Tracy to provide personnel and fire protection services to the JPA. Since the inception of the agreements overall fire protection services have improved, fire protection property taxes have been maintained, and overall costs have been contained through the elimination of duplicative positions and by strategically relocating fire stations.

Since the formation of the SCFA two things have occurred that have prompted a reevaluation of SCFA's current governance. First, there was a concern of the District's Board of Directors that they have limited influence over fire protection within their jurisdictional boundaries and that they have not been included in decisions that directly impact their District. The District's Board of Directors also had concerns over how costs were allocated and how the District's debt to the City was determined. The second driver to reevaluate governance was the San Joaquin Local Agency Formation Commission's (LAFCo) 2011 Municipal Service Review (MSR). LAFCo primarily expressed concerns over the current governance as it relates to annexation without detachment, confusion over jurisdictional boundaries, and the impact on County revenues.

The proposed JPA agreement addresses the District and LAFCo concerns while protecting City of Tracy's oversight and growth related fire protection revenues. On January 9, 2018, the Tracy Rural Fire Protection District approved the new governance and the associated dissolution agreement of the current JPA.

The proposed JPA agreement will have an effective date of March 1, 2018 with an implementation date of July 1, 2018. The current JPA will remain in effect until July 1, 2018. The overlap will provide staff time needed for implementation.

## DISCUSSION

In 1999, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). On the same date SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of SCFA (City of Tracy and Tracy Rural Fire Protection District). Two Tracy City Council Members and two District Board Members made up the SCFA Board with the Tracy City Manager serving as the Chief Executive Officer for the JPA. The SCFA was formed to accomplish the following goals:

- To improve fire protection services within the region through improved efficiencies by the elimination of redundant administrative and operational services.
- To limit the impact of annexations to the residents that live in the unincorporated areas.
- To maintain the District ad valorem tax allocation increment (11% of each property tax dollar) and the special fire tax (.03 per square foot) in areas that are annexed into the City.
- To develop a regional model that could further improve efficiencies and service levels by expanding and including other fire agencies in South San Joaquin County.

These goals were accomplished through the following administrative agreements between the City and the District:

- Future City annexations would not detach from the District.
- All employees would work for the City and redundant administrative staff would be eliminated through attrition increasing efficiencies and overall service levels.
- The City would provide administrative services (Human Resources, Budget/Finance/Risk Management and Legal) to SCFA.
- The City would fund any District financial shortfalls (with a reimbursement agreement) until revenues increased to sustainable funding levels through the annexation and development of land that would remain in the District.

Since the formation of the SCFA two things have occurred that have prompted a reevaluation of SCFA's current governance. The first driver to reevaluate governance was a concern by the Tracy Rural Fire Protection District's Board of Directors that the District has limited influence over fire protection within their jurisdictional boundaries and that they have not been included in decisions that directly impact their District. They were also concerned how debt was incurred and tracked and how the JPA agreement amendments were implemented.

While evaluating governance, staff identified and evaluated four options:

1. Dissolving the current JPA and returning to a two agency model. Under this option revenues would be lost to the County and fire protection efficiencies would be lost and service levels would suffer.
2. The District could contract with the City to provide fire protection services. This option is very similar to the current (weak) JPA that contracts with the City to provide services to the JPA and therefore the District. This model is unacceptable to the District due to a lack of budgetary constraints and limited influence over fire protection within their jurisdictional boundaries.
3. Annex the City into the District for fire protection. The City would be required to enter into a new tax sharing agreement with the County to fund the newly created District. The outcome of the agreement is unknown and therefore a thorough analysis is not possible. Also, because the District has a special tax that was implemented in 1982, it would be difficult to overlay a special tax on City residents without a vote that would require two-thirds approval. Last, the City would give up control and budgetary flexibility over the portion of the City that is not within the Rural District.
4. Create a strong JPA that operates as an autonomous agency. This was the chosen model because it addresses the District concerns while protecting City of Tracy's oversight and growth related fire protection revenues. This is done through the following actions:
  - The proposed JPA will be a semi-autonomous agency that will utilize one of the member agencies as the "employer of record." Because the City of Tracy is the current employer of all SCFA personnel, the plan is to maintain the City of Tracy as the employer of record until the new JPA is in a position to consider transitioning all employees to the new JPA. This will require a new CalPERS account, labor agreements and personnel policies and procedures.
  - The proposed JPA's Board of Directors will have direct responsibility for fire protection within the JPA boundaries based on the service levels determined by the member agencies. The Board will appoint the Fire Chief and the Fire Chief will be serving at the will of the Board. Currently, the Tracy City Manager serves as the JPA's Chief Executive Officer.
  - The proposed JPA eliminates additional agreements and amendments to the current JPA that are difficult to interpret, implement and track. The smoothing agreement, the pre-paid service agreement (Amendment 4 and 6), and the Supplemental Services Agreement (Amendment 3) have all been eliminated and replaced with an intuitive, fair and equitable cost allocation model.

- The proposed JPA will have a Finance Manager with budgetary responsibility, independent accounting (including bank accounts), and audits. Currently, the City of Tracy provides these services on behalf of the JPA.
- The proposed JPA will hire an independent Counsel with responsibility to provide legal advice to the JPA independent of member agencies.
- The proposed JPA is designed to add additional members to improve overall service levels by reducing overhead costs through economies of scale.
- With the corresponding dissolution agreement, the proposed JPA will address fire station ownership concerns.

Staff also completed a thorough analysis (Attachment A) of the impact of future growth on the proposed JPA. The analysis included the following:

- Assumptions on the number of residential and commercial occupancies over the next five years and the associated property tax and special tax revenues.
- Utilizing the recently completed "Standards of Cover Study" (Citygate 2016), determined the location, sequencing and staffing costs for additional fire stations.

The analysis determined, based on growth and revenue projections, fire protection property tax and special tax revenues will support the planned growth within the JPA jurisdictional boundaries.

The second driver to reevaluate governance was San Joaquin Local Agency Formation Commission's (LAFCo) 2011 Municipal Service Review (MSR) of the District. LAFCo expressed concerns about the practice of the City not detaching from the District when annexations occur and the loss of revenue to the County. The two basic concerns were the City's failure to provide complete municipal fire services and the loss of revenue to the County. Based on staff analysis, reverting back to a municipal fire agency would decrease service levels through a loss of efficiencies (fire station locations, sharing of personnel). The impact on County revenues were contemplated by the County when the County entered into a tax sharing agreement with the City that provided a different formula when the City annexed without detachment by the District.

## STRATEGIC PLAN

This agenda item relates to Council's Public Safety Strategy, Goal 3/Objective 1: Enhance Citywide Emergency Preparedness and better prepare and respond to man-made and natural disasters.

## FISCAL IMPACT

Reestablishing and improving fire protection governance between the City of Tracy and the Tracy Rural Fire Protection District will protect future fire protection revenues as indicated by staff's fiscal analysis (Attachment A). The analysis indicates that the City and the District could lose over \$26,000,000 in the next nine years in fire protection funding if the District detached from the City. The City and the District could lose additional fire protection revenues if future annexations require the City to detach from the District.

The City's current pro-rata costs for Fire protection is 67% and was very cumbersome to articulate and to calculate. Under the new JPA, the cost sharing plan was simplified and made the financial reporting easier. After the transfer of ownership of Station 92 to the City, the City's pro-rata costs are expected to be 72% in FY 18/19 and FY 19/20. However, as Station 97 and 99 are added to the JPA, the City will see a decrease in their pro-rata share. Similarly, the agreement is structured to allow other agencies to join thereby further decreasing the City's pro-rata cost share.

The City share of implementation costs for Fiscal Year 2017/18 will be approximately \$20,000. Staff recommends \$20,000 to be reallocated from unallocated reserves to Fund 211. There are sufficient funds to cover this request.

## RECOMMENDATION

That the City Council, by resolution, approve a Joint Powers Agreement between the City of Tracy and the Tracy Rural Fire Protection District that establishes the South San Joaquin County Fire Authority with an effective date of March 1, 2018 and an implementation date of July 1, 2018. Staff also recommends that Council reallocate \$20,000 from unallocated reserves to Fund 22-211 for JPA start-up costs.

Prepared by: Randall Bradley, Interim City Manager

Reviewed by: Karin Schnaider, Finance Director

Approved by: Randall Bradley, Interim City Manager

## ATTACHMENTS

- A. Analysis of Future Growth on the Proposed JPA
- B. Joint Powers Agreement



<b>Anticipated Growth Projection - Number of Units/Square Feet per year</b>									
	FY 2016 / 2017	FY 2017 / 2018	FY 2018 / 2019	FY 2019 / 2020	FY 2020 / 2021	FY 2021 / 2022	FY 2022 / 2023	FY 2023 / 2024	FY 2024 / 2025
Single Family (Units)	100	218	287	505	575	590	600	600	550
Multi-Family (Units)	0	210	0	0	0	0	0	0	0
Retail (Sq Ft)	0	0	80,000	0	0	5,000	5,000	5,000	10,000
Office (Sq Ft)	0	7,600	0	0	0				
Industrial (Sq Ft)	2,184,770	4,481,686	3,530,000	2,500,000	2,500,000	2,500,000	2,000,000	2,000,000	2,000,000
<b>TOTALS</b>	<b>2,184,870</b>	<b>4,489,714</b>	<b>3,610,287</b>	<b>2,500,505</b>	<b>2,500,575</b>	<b>2,505,590</b>	<b>2,005,600</b>	<b>2,005,600</b>	<b>2,010,550</b>

<b>Comparison of Estimated Revenue From Growth - Detached vs. NOT Detached from Fire District</b>									
(Time Period Accounts For Approximate 18 month to 2 year delay from construction to realized tax revenue)	FY 2018 / 2019	FY 2019 / 2020	FY 2020 / 2021	FY 2021 / 2022	FY 2022 / 2023	FY 2023 / 2024	FY 2024 / 2025	FY 2025 / 2026	FY 2026 / 2027
Additional Growth Revenue if <b>NOT</b> Detached	\$404,190.62	\$1,300,914.74	\$2,118,670.28	\$2,929,371.68	\$3,823,954.41	\$4,768,157.19	\$5,670,870.91	\$6,610,293.84	\$7,550,234.69
Additional Growth Revenue if Detached	\$96,687.41	\$310,995.74	\$508,603.95	\$707,277.42	\$927,086.88	\$1,159,243.94	\$1,382,170.21	\$1,614,178.39	\$1,845,987.16
Annual Revenue Lost if Detached	(\$307,503.21)	(\$989,918.99)	(\$1,610,066.33)	(\$2,222,094.26)	(\$2,896,867.54)	(\$3,608,913.25)	(\$4,288,700.70)	(\$4,996,115.44)	(\$5,704,247.54)
<b>Growth Driven Additional Staffing Needs</b>		<b>1st Additional Station Opens 1/1/2020 (6 months into FY)</b>		<b>2nd Additional Station Opens 1/1/2022 (6 months into FY)</b>					
Estimated Growth Expenditures For Addtnl Staffing	\$0.00	\$930,775.93	\$1,917,398.41	\$2,962,380.55	\$4,068,335.96	\$4,190,386.04	\$4,316,097.62	\$4,445,580.54	\$4,578,947.96
Annual Surplus / (Deficit) if <b>NOT</b> Detached	\$404,190.62	\$370,138.81	\$201,271.86	(\$33,008.88)	(\$244,381.54)	\$577,771.15	\$1,354,773.29	\$2,164,713.29	\$2,971,286.73
Annual Surplus / (Deficit) if Detached	\$96,687.41	(\$619,780.19)	(\$1,408,794.46)	(\$2,255,103.13)	(\$3,141,249.08)	(\$3,031,142.10)	(\$2,933,927.41)	(\$2,831,402.15)	(\$2,732,960.80)
Cumulative Lost Revenue During Time Period If Detachment Occurred: (\$26,624,427.26)									
Cumulative General Fund Augmentation Required During Time Period If Detachment Occurred: (\$18,857,671.91)									
Anticipated Annual Operating <b>Deficit</b> At End of Time Period if Detachment Occurred: (\$2,732,960.80)									
Anticipated Annual Operating <b>Surplus</b> At End of Time Period if <b>NO</b> Detachment Occurred: \$2,971,286.73									

**JOINT POWERS AGREEMENT OF THE SOUTH  
SAN JOAQUIN COUNTY FIRE AUTHORITY**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Tracy, a municipal corporation (“City”) and the Tracy Rural Fire Protection District, a Fire Protection District (“District”).

**RECITALS**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California the City and District (“**Initial Member Agencies**”) previously entered into an agreement for the joint exercise of any power common to them; and

WHEREAS, the Initial Member Agencies desire to enter this Agreement to exercise the power to provide fire protection services within their jurisdictions under a new joint powers authority (hereinafter “**the South San Joaquin County Fire Authority**” or “**Authority**”); and

WHEREAS, this Agreement sets forth the terms and conditions by which they will exercise their powers for the purpose of improving the provision of fire service with the Authority’s jurisdiction.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**SECTION 1. PURPOSE AND POWERS**

**1.1 Authority.**

South San Joaquin County Fire Authority (“Authority”) is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code of the State of California (“Act”). As provided in Government Code section 6507, the Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its Member Agencies. The terms “Members” or “Member Agencies” shall mean any public entity or agency that has agreed to this Agreement, including Initial Member Agencies. The term “Initial Member Agencies” shall only mean City and District.

## **1.2 Purpose.**

The purpose of this Agreement is to provide for the joint exercise of powers to provide a full range of fire services (“Fire Protection Services”) within the Authority’s jurisdictional area including:

- (a) Administer and direct the personnel that provides the Fire Protection Services and provide the necessary administrative support for its programs and operations, which shall include, but not be limited to,
  - (i.) Provide fire safety plan checks and inspections for all commercial, residential and industrial buildings.
  - (ii.) Coordinate abatement activities for hazardous materials and nuisances.
  - (iii.) Promote fire prevention.
  - (iv.) Respond to fire and emergency calls to provide fire suppression, rescue, emergency medical advanced life support, and hazardous materials response services.
  - (v.) Provide and manage a training program involving all facets of departmental functions and operations, for career, reserve, and volunteer personnel.
  - (vi.) Contract for or provide fire dispatch services (“Fire Dispatch Services”) within the Authority’s jurisdictional area.
- (b) Adopt performance objectives of the Authority.

## **1.3 General Powers.**

The Authority shall exercise in the manner herein provided the powers common to each of the Member Agencies, and/or inherent to any one Member Agency, as provided by the laws of the State of California, e.g. Fire Protection District Law of 1987, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in this Agreement and shall have the power to manage, maintain, and operate facilities.

## **1.4 Specified Powers.**

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any of the following:

- (a) Initiate, alter and otherwise exercise the common powers of its Members in providing fire suppression, protection, prevention and related services, and those powers that may be conferred upon it by subsequently enacted legislation, and to be the exclusive

body to make policy concerning the administration of the provision of fire service by the Authority for Member Agencies including determining if, when and where to place facilities and staff said facilities within the Authority's jurisdiction for services.

- (b) Make and enter into contracts, including contracts with its Members; provided, however, the Authority may not enter into real property development agreements pursuant to Government Code Section 65865.
- (c) To hire and employ personnel or to contract for personnel to fulfil its mission.
- (d) Assume existing contracts relating to fire suppression, protection, prevention and related services.
- (e) Lease, acquire, hold and dispose of real and personal property.
- (f) Invest reserve funds.
- (g) Incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the Member Agencies.
- (h) Sue and be sued in its own name.
- (i) Apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- (j) Use any and all financing mechanisms available to the Authority, subject to the provisions of this Agreement.
- (k) Prepare and support legislation related to the purposes of the Agreement.
- (l) Lease, acquire, construct, operate, maintain, repair and manage new or existing facilities, apparatus and equipment as well as to close or discontinue the use of such facilities, apparatus and equipment.
- (m) Levy and collect payments and fees for Fire Protection Services.
- (n) Impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction(s).
- (o) Provide related services as authorized by law including, but not limited to, emergency medical services, emergency preparedness, mitigation of hazardous materials incidents and confined space rescue.

- (p) Contract for the services of attorneys, accountants, consultants and other services as needed.
- (q) Purchase insurance or to self-insure and to contract for risk management services.
- (r) Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority, including the determination of compensation of Directors.
- (s) Exercise the power of eminent domain.
- (t) Advise its Members of the impact of land development on the provision of fire suppression, protection, prevention and related services.
- (u) Recommend approval of an annual fire department budget to the Member Agencies, including, but not limited to, staffing levels at each fire station and all related costs for each fire station and the administrative, training and fire prevention budget activities.
- (v) Develop finance, procurement and conflict of interest policies.
- (w) Establish fire department operational policies for fire protection.
- (x) Receive, accept, and utilize the service of personnel offered by the Member Agencies, or their representatives or agents and to receive, accept and utilize real or personal property from the Member Agencies.
- (y) Mitigate fire protection impacts caused by development within the jurisdiction of the Authority.

### **1.5 Restrictions on Exercise of Powers.**

The power of the Authority shall be exercised in the manner provided in the Act and, in accordance with §6509 of the Act, shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon general law cities in the State of California in the exercise of similar powers.

### **1.6 Employment of Personnel and Administration of Services.**

Initially, the Authority will contract with a Member Agency to serve as the “Employer of Record” and provide all employees and employee services to the Authority. The Initial Member Agencies desire to transition to having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide. In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan (“the Personnel Plan”) detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer’s effect on

existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel (“the Personnel Agreement”).

Until such time as personnel are transferred to the Authority, the Authority’s Chief Executive Officer shall be hired as the Fire Chief of the Member Agency that is the “Employer of Record.” Until such time as personnel are transferred to the Authority pursuant to this Section, Employer of Record shall assign the functions of its personnel to the Authority.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all wages and benefits, disability, workers compensation, and other benefits which apply to the activities of the officers, agents, or employees of the Member Agencies when performing their respective functions shall apply to them to the same degree and extent while engage in the performance of any of the functions or duties under this Agreement.

### **1.7 Obligations of Authority.**

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any Member Agency.

### **1.8 Conflict of Interest.**

The Authority Board shall adopt and, thereafter, maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act (Gov. Code, §87300 et seq.) and the regulations adopted by the Fair Political Practices Commission (Cal. Code Regs., Title 2, §1870 et seq.).

### **1.9 Identification.**

The Authority’s fire stations fire apparatus, vehicles and personnel will be identified as “South County Fire.”

## **SECTION 2. GOVERNANCE.**

### **2.1 Governing Board.**

The Authority shall be administered by a Board of Directors (hereinafter, “**Authority Board**” or “**Board**”) consisting of members of the legislative bodies’ of the Member Agencies. The initial Member Agencies, as identified in this agreement, shall each indefinitely be allocated a minimum of two Board positions. Any additional Member Agency that becomes party to this agreement shall be allocated a minimum of one Board position and may not exceed two Board positions.

Each Legislative Body shall appoint an alternate Board member from the Legislative Body who may act in the absence of a member appointed by that Legislative Body. The Board of Directors shall be called the “Board of Directors of the South San Joaquin County Fire Authority.” All voting power of the Authority shall reside with the Board of Directors who shall be responsible for setting policy for the Authority including the provision of all Fire Protection Services for its Member Agencies.

All Board members shall serve at the pleasure of the Member Agency that appointed such Board member.

All vacancies on the Board of seats appointed by Member Agencies shall be filled by the appointing Member Agency within thirty (30) calendar days of the vacancy. Each board member shall cease to be member of the Board of Directors when such member ceases to hold office as a member of the Legislative Body appointing entity.

## **2.2 Officers.**

### **(a) Chief Executive Officer.**

The Authority Board of Directors shall select an Chief Executive Officer and the Chief Executive Officer shall serve as the Authority Fire Chief and shall serve at the will of the Authority Board. The Chief Executive Officer shall be responsible for implementing the Authority’s policies as well as administration of the Authority’s affairs and property as directed by the Authority’s Board of Directors.

Initially, as stated in Section 1.6, a Member Agency shall serve as the “Employer of Record” of the Authority’s and the Chief Executive Officer shall be employed by the said Member Agency. Although employed by a Member Agency, the Chief Executive Officer shall be selected by and serve at the “will” of the Authority Board of Directors.

The Chief Executive Officer shall have the power:

- To prepare and submit, in consultation with the Member Agencies, to the Board of Directors, an annual budget for the succeeding Fiscal Year;
- To expend funds of the Authority whenever authorized by the Authority’s annual budget or the Member Agencies for additional services;
- To retain any consultants, or contractors, as authorized in the Authority’s budget, or as may be directed by the Board of Directors;
- To supervise the operation of the Authority’s Fire Protection Services and Leased Facilities;

- To make recommendations to the Member Agencies for the purchase or construction of new fire station(s) apparatus and equipment, the replacement of existing property and/or the acquisition of new property; and
- To perform such other duties as directed by the Board of Directors.

The Chief Executive Office shall provide the Authority's Board of Directors a report each quarter of the staffing levels at each fire station and such other details of operational performance of the Authority's services as well as any other reports concerning the Authority as may be requested by the Board of Directors.

**(b) Secretary/Clerk.**

The Secretary/Clerk shall be appointed by the Board. The Secretary shall countersign all contracts signed by the Chairperson, Vice-Chairperson and/or the Chief Executive Officer on behalf of the Authority, as well as perform such other duties as may be imposed by the Board of Directors.

The Secretary/Clerk shall be responsible for providing notice of, preparing and posting agendas after consulting the Member Agencies, and keeping minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The Secretary/Clerk shall have charge of, handle and have access to all other records of the Authority. The Secretary/Clerk shall be directed by the Chief Executive Officer.

**(c) Controller/Treasurer.**

The Controller Treasurer shall be appointed by the Board. The Controller/Treasurer shall be depository and shall have custody of all of the accounts, funds and money of the Authority from whatever source. The Controller/Treasurer shall have the duties and obligations set forth in §§6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

The Controller/Treasurer shall provide monthly reports of Member Agencies' expenditures and revenue for fire prevention and fire protection services and of the Authority to the Board of Directors in such form as may be specified by the Board.

**(d) Officers in Charge of Property.**

Pursuant to §6505.6 of the Act, the Controller/Treasurer shall have charge of, handle, and have access to all accounts, funds, and money of the Authority and all records of the Authority relating thereto; the Secretary shall have charge of, handle and have access to all other records of the Authority; and the Chief Executive Officer shall



have charge of, handle, and have access to physical properties of the Authority, in such a manner as may be specified by the Authority's Board of Directors.

**(e) Official Bonds.**

The Chief Executive Office, Secretary/Clerk, and Controller/Treasurer shall each file an official bond in the penal sum of \$25,000 pursuant to §6505.1 of the Act.

**(f) Legal Counsel.**

The Board of Directors shall have the power to appoint one or more general and/or special legal counsel to the Authority who shall perform such duties as may be prescribed by the Board of Directors. Neither legal counsel, nor his/her firm, shall represent any Member Agency, unless a conflict waiver has been granted by the Authority.

**2.3 Meetings of the Board of Directors.**

The Board of Directors shall provide for regular meetings at a date, time, and place fixed by resolution of the Board of Directors which shall occur at least monthly. All meetings of the Board of Directors shall be called, noticed, held, and conducted in accordance with the provisions of §§54950, et seq. of the California Government Code (The Ralph M. Brown Act). A proposed agenda shall be sent to all Member Agencies prior to a board meeting, as directed, by resolution of the Board.

A minimum of half of the Board of Directors, plus one Board member, shall constitute quorum for purposes of conducting meetings and transacting business.

**2.4 Chairperson and Vice-Chairperson.**

The Board of Directors shall elect a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson shall rotate from each Member Agency annually such that the Chairperson and Vice-Chairperson shall not be appointed from the same Member Agency. In the event of the disqualification or permanent inability to serve as the Chairperson during the year, another member from the same Agency shall be appointed Chairperson to fulfill the one-year term.

The Chairperson shall preside at all Authority Board meetings, may sign all contracts on behalf of the Authority and shall perform such other duties as may be imposed by the Board of Directors.

The Vice-Chairperson shall act, sign contracts, and perform all of the Chairperson's duties in the temporary absence of the Chairperson.

**2.5 Required Votes.**

The affirmative votes of a majority of members of the Board of Directors shall be required to take any action, provided however, that any vote to incur a debt or to issue bonds respectively, shall require a unanimous vote of all Board members.

## **2.6 Voting.**

Each member of the Board of Directors shall have one vote.

## **2.7 Minutes.**

The Secretary/Clerk shall keep minutes of the meetings of the Board of Directors and forward a copy of the minutes to each Member Agency following board approval.

## **2.8 Bylaws.**

The Board of Directors may adopt Bylaws for the conduct of its meetings and affairs as are necessary for the purposes herein.

## **2.9 Appointment of Officers/Employees.**

Initially, an officer or employee of a Member Agency as specified in Section 2.2(c) may hold the office of Controller/Treasurer of the Authority. Within one (1) year of the Effective Date of this Agreement, the Authority shall select an independent Controller/Treasurer who shall assume the responsibilities within a reasonable period of time. Such person or persons shall possess the powers of and shall perform the Controller/Treasurer functions for the Authority required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. The Controller/Treasurer shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of Authority.

## **2.10 Expenditures for the Approved Budget.**

All expenditures within the amount of the approved general budget shall be made in accordance with the authorization of the Board. Expenditures in excess of any amount approved in the general budget by the Board shall not be made without the approval of a majority of all of the Directors of the Board. A Member Agency incurring obligations to the Authority without Board approval shall be fully liable for said obligation and shall indemnify the Authority and the other Member Agencies from said obligations.

## **2.11 Termination of Authority.**

### **(a) Notice Required.**

This Agreement may be terminated by an affirmative vote of Member Agencies constituting 50% or more of the membership of the Authority. A written Notice of Termination shall be sent all other Member Agencies following that vote and shall

state that the termination date is effective at least twenty four (24) months from the date of the Notice.

**(b) Continued Liabilities.**

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority.

**(c) Disposition of Leased Facilities.**

Upon termination of this agreement, Authority shall return all Leased Facilities, including any replacements, to the Member Agency on title, reasonable wear and tear excepted.

**(d) Surplus Money.**

Upon termination of this Agreement, any surplus money on hand shall be returned to the Member Agencies in accordance with the proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority

**(e) Obligations Survive Termination.**

The obligations of Section 2.11 survive termination of this Agreement.

**2.13 Dispute Resolution.**

In the event the Member Agencies disagree regarding the interpretation or application of this Agreement or cannot agree on the distribution of Leased Facilities and/or other assets of the Authority upon termination, they shall meet during a ninety (90) day period in a good faith effort to resolve the disagreement informally. If the Member Agencies cannot informally resolve the dispute, they shall then attempt to resolve such dispute through either non-binding mediation or arbitration for a period not to exceed sixty (60) calendar days. If the Member Agencies cannot mutually agree upon a mediator, then the presiding judge to the San Joaquin County Superior Court shall designate a mediator. The Member Agency shall contribute equally to the cost of mediation. If mediation is unsuccessful, the disputing Member Agency may pursue litigation or any other remedies to resolve the dispute.

The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure §1280 et seq.). The costs of mediation or arbitration (excluding each Agency's own costs) shall be borne by the Agencies equally.

## **2.14 Cooperation and Disclosure.**

Unless and until the Authority employs its own personnel, the Employer of Record shall keep the Authority informed of any negotiations, agreements or other circumstances that have a significant impact on the operations and/or jurisdiction of the Authority. Member Agencies shall keep the Authority informed of their negotiations with developers and, prior to entering into any agreements with same, shall advise the Authority of any significant impacts to the Authority. Members shall promptly notify the Authority of all annexation or new land development applications that impact the Authority's jurisdiction before filing with any city or county. Members shall consult with the Authority other Members before seeking to raise new revenue (ballot, tax or bond) that impact the provision of fire services. Upon written request, Member Agencies shall, within a reasonable time period, provide the Authority with records necessary to conduct audits of funds used for the provision of fire services.

All Member Agencies shall be notified before any Member Agency approves a formal action by any Member Agency to pursue, financing, purchasing and/or building facilities to be used for Fire Protection Services.

## **SECTION 3. LEVEL OF SERVICE.**

### **3.1 Basic Services.**

A. *List of Services.* The Authority shall provide a uniform, minimum set of basic services to each Member Agency, which shall consist of the following:

1. Responding to fire and emergency calls to provide fire suppression, rescue, emergency medical, and hazardous materials response service.

2. Providing a fire prevention program that includes fire safety plan checks, issuance of fire safety permits and inspections as required by the California Fire Code.

a. The Member Agencies will each adopt the California Fire Code with such modification and amendments deemed appropriate by each Agency. As part of the code adoption process, each Agency will assign the Authority as the "Authority Having Jurisdiction" for all fire protection matters within the Member Agency jurisdictions.

b. The Authority by Member agreement may charge user fees for its fire protection program to the greatest extent possible to fully recover its cost for services. By agreement with the Authority, a Member Agency may elect to fund the aspects of the Authority fire protection program otherwise required to be funded by Authority user fees, in which case the Authority user fees shall not be charged in the territory of the Member Agency as specified in the agreement between the Authority and the Member Agency.

3. Coordinating abatement activities for hazardous materials and nuisances. So as to avoid the inequitable use of Authority resources, the Authority and Member Agencies shall

take commercially reasonable steps to recover the costs of abatement from the parties responsible for the conditions requiring abatement.

4. Ensuring that personnel are trained to provide all facets of Authority functions and operations.
5. Provide or contract for dispatch services within the Authority's jurisdiction area.

B. *Level of Service.* The Member Agencies will indirectly control the level of services, in terms of response times, through their station siting and staffing level decisions. Member Agencies shall also retain the right to elect to close stations within their jurisdictions. Nothing in this Agreement is intended to or shall limit or control the land use power of a municipal corporation or any other Member Agency that is a party to this Agreement.

### **3.2 Additional Services.**

So long as it would be consistent with the Authority's powers set out in Section 1 above, the Authority may perform additional or higher level services within the territory of all or a particular Member Agency, pursuant to an agreement between the Authority and the Member Agencies.

## **SECTION 4. FACILITIES AND EQUIPMENT.**

### **4.1 Member Agency Ownership**

Member Agencies shall, as a condition of membership, make available all its stations, apparatus and equipment to provide fire protection services. Member Agencies shall be responsible for constructing and replacing fire stations within their respective jurisdiction.

Member Agencies that have overlapping jurisdictional boundaries shall enter into a separate agreement to establish ownership of facilities within the overlapped areas.

### **4.2 Lease of Facilities.**

Each Member Agency hereby agrees to lease, by separate agreement, in consideration of the services provided herein, to the Authority the following real and personal property, together with any replacements or new property of a similar nature.

- (a) All existing operational fire stations, together with all furniture, computers and furnishings in such stations.
- (b) All fire apparatus, together with all equipment located on the apparatus, , which consists of existing fire trucks, engines, and vehicles together with all equipment physically located on each piece of apparatus;

- (c) All personal protective equipment listed, such as turnout gear and all other personal protective equipment.

Each Member Agency warrants that its property provided is in good and workable condition.

#### **4.4 New Facilities.**

All new station constructed by a Member Agency that are within the Member Agency's jurisdictional boundaries shall be leased to the Authority upon being placed in service in accordance with this Section. Such leases shall be separately negotiated between the Authority and the Member Agency.

#### **4.5 Improvements and Maintenance of Facilities and Apparatus.**

A. *Maintenance and Repair.* The Authority shall be responsible for maintenance and ordinary repair of all facilities leased in the provision of services pursuant to this Agreement.

B. *Station Structural Repairs; Replacement.* Members Agencies shall be responsible for capital improvements to the real property owned by each, as used herein, "capital improvements" refers to structural repairs and similar improvements which are the type of improvements that would be added to the tax "basis" if the property were owned by a non-governmental entity. Member Agencies shall be responsible for ensuring that the facilities are replaced at the end of the facility's useful life, including ensuring that financial resources are available for replacement. To facilitate the Member Agencies' duty to replace facilities, the Authority shall maintain and annually update a replacement schedule for all of the leased facilities.

C. *Apparatus Repairs; Replacement.* Members Agencies shall be responsible for the replacement of all Fire Apparatus owned by the Member Agency.

D. *Property Insurance.* The Authority shall maintain in full force and effect, fire insurance and a standard "all risk" policy covering all Leased Facilities. This coverage must (i) name the titled Member Agencies as an additional insureds, (ii) contain a waiver of subrogation endorsement in favor of the titled Member Agencies, (iii) cover loss or damage to the station and any Member Agency-owned personal property in the amount of the full replacement value, (iv) include a deductible no greater than \$25,000. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage. The Parties intend that insurance proceeds paid as a result of real property damage be passed through the Authority to the effected Member Agency.

#### **4.6 Authority-Owned Facilities.**

With the approval of the legislative bodies of all of the Member Agencies, the Authority may acquire by lease or purchase real and personal property such as administration buildings, training, and other facilities as necessary..

#### **4.7 Authority's Assumption of Liability.**

The Authority shall assume responsibility for any and all loss, litigation, liability, injury, damage, claim, demand, and tort or workers compensation incidents that occur for any personnel or contracts assigned to and accepted by the Authority. The Member Agency shall retain responsibility and liability for any and all such incidents not assigned or accepted by the Authority and shall retain all risk management reserves that have been set aside for such prior incidents. The Authority may contract to receive risk management services on such terms as agreed to by the Authority.

#### **4.8 Indemnification and Insurance.**

Pursuant to Government Code section 820.9, as may be amended, members of the Board of Directors of the Authority are not vicariously liable for injuries caused by the act or omission of the Authority or any of its Members.

Except as provided herein, the Authority shall defend, indemnify and hold harmless Member Agencies and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement or an agreement assumed by or otherwise transferred to the Authority or any Member assets to be transferred to the Authority, including but not limited to real property, personal property, equipment and apparatus.

Notwithstanding this Agreement the Members agree that no immunity or defense available to the Member Agencies under State or federal law or regulation shall be waived with respect to any third party claim.

### **SECTION 5. FINANCES.**

#### **5.1 Accounting Procedures.**

Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government of Code of the State of California.

The Authority shall keep accurate and correct books of account, showing the cost of providing Fire Protection Services and Fire Dispatch Services within the jurisdictional area, broken down by: jurisdictional areas; Member Agency; locations of calls; number of units sent; cancellation of units; and the identity of responding stations. Said books and records shall be open to inspection at all times during normal business hours by a Member Agency or its designee.

The Controller/Treasurer shall provide monthly reports of expenditures and revenue of all Member Agencies relating to the fire protection and fire prevention services and of the Authority to

the Authority Board and Member Agencies in such form as may be specified by the Board or requested by a Member.

## **5.2 Audits.**

The Controller/Treasurer shall cause the books of account and other financial records of the Authority to be audited by an independent public accountant or certified public accountant in accordance with §§6505 and 6505.6 of the Act.

The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each Member Agency within six (6) months of the end of the fiscal year under examination.

## **5.3 Annual Budget.**

It shall be the policy of the Authority to approve only those budgets that do not exceed available revenues and neither the Authority nor the Employer of Record shall disburse funds outside of approved budgets or without the prior written approval of all Member Agencies.

At least sixty (60) days prior to the commencement of each fiscal year, the Chief Executive Officer shall meet with each Member Agency to prepare a preliminary budget for the Authority based on the formula identified in Section 5.4. Each Member Agency must approve the preliminary budget prior to May 15th of each year. On or before May 15th, of each year, the Authority Board of Directors shall adopt a preliminary annual budget for maintenance and operation costs of the Authority. On or before September 1, of each fiscal year, the Authority Board shall adopt a final annual budget for maintenance and operation costs of the Authority.

Following approval of the annual budget by the Authority, Member Agencies shall pay their pro rata share 120 days in advance of their expenses as estimated within the current approved budget.

The Chief Executive Officer and the Treasurer shall provide quarterly budget updates to the Authority Board.

## **5.4 Responsibility for Maintenance and Operations Costs.**

The Member Agencies shall share responsibility for the annual costs of maintenance and operations for Fire Protection Services, Fire Dispatch Services, any expenses of the Member Agency pursuant to this Agreement, and any insurance premiums paid by the Member Agency to insure itself against liability arising out of the contract with the Authority for the provision of fire services. Based on the formula in the paragraph below, each Member Agency shall be responsible for all such costs within their jurisdictional fire protection boundaries. Member Agencies with overlapping boundaries shall enter into a separate agreement that establishes fire protection responsibilities.



Prior to December 31 of each year, the Chief Executive Officer and Treasurer shall meet with each Member Agency to provide an accounting of the previous fiscal year. Except as otherwise provided in this Agreement, or pursuant to a resolution adopted by each Member Agency, the cost allocation shall be determined by the following formula:

Divide the total number of daily staffed positions within each Member Agency by the total number of daily staffed positions within the Authority.

Example: If the Authority has a total number of seven (7) daily staffed fire companies, each staffed with three (3) personnel, the total staffed positions for the Authority would be twenty-one (21). If a Member Agency had four (4) companies within their jurisdictional boundaries, the Member Agency would be responsible for twelve (12) daily staffed positions of the total twenty-one (21) daily staffed positions. Twelve (12) divided by twenty-one (21) equals 57.14 percent. The Member Agency with four (4) of the seven (7) companies would be responsible for 57.14 percent of the operating cost of the Authority.

The formula used for cost allocation shall be used for all fire protection and fire prevention services provided by the Authority. Formula shall not apply to:

*Station Repairs; Replacement.* Members Agencies shall be responsible for capital improvements to the real property owned by each Member Agency. As used herein, “capital improvements” refers to structural repairs and similar improvements which are the type of improvements that would be added to the tax “basis” if the property were owned by a non-governmental entity. Member Agencies shall also be responsible for all facility repairs and replacements costs that exceed \$5,000 per occurrence.

## **5.5 Limitations on Exceeding Budget Allocations**

Unless and until such time as the Authority employs its own personnel, expenditures by the Employer of Record, shall not exceed the approved Authority annual budget without prior written consent of all Member Agencies. Any expenditures not pre-approved in writing by all Member Agencies, shall be an expense paid by the Member Agency incurring the unauthorized expenditure and shall not be a debt owed by the other Member Agency(s) of the Authority.

## **5.6 Funding.**

Unless otherwise agreed, the Member Agencies agree to each be responsible to fund the replacement of the apparatus and facilities owned by Member Agency, respectively.

The Authority Board shall adopt an “emergency funding” policy for the funding of unforeseen emergencies that must be addressed prior to formal Board approval.

To the extent authorized by law, the Member Agencies agree to impose fire impact fees and/or special taxes necessary to provide funding for the Member Agency’s obligations under this Agreement.

## **5.7 Additional Services.**

Either Member Agency may request the Authority to perform additional services in addition to Fire Protection Services, provided such Member Agency provides funding for such additional services or other agreement between the Members.

## **SECTION 6. MEMBERSHIP.**

### **6.1 Adding Member Agencies.**

Any “public agency,” as that term is defined in Section 6500 of the Government Code, that is authorized to provide the common powers jointly exercised pursuant to this Agreement is eligible to become an additional party to this Agreement. Member Agencies other than the Initial Member Agencies are referred to herein as “Additional Member Agencies.” Eligible agencies may become members by executing this Agreement, satisfying any terms and conditions established by the Board, and upon unanimous approval of the membership of the Board. Upon such approval, this Agreement will then become effective as to that signatory.

### **6.2 Withdrawal of a Member Agency.**

This Agreement shall remain in effect as to all Member Agencies, unless and until it is terminated as to a particular Member Agency by written notice (“Withdrawal Notice”) to all other Members. The Withdrawal Notice must be given by the withdrawing Member at least two (2) years in advance of the effective date of such withdrawal. A withdrawing Member Agency shall not be liable for commitments made by the Authority after the Withdrawal Notice is given except that the departing Member Agency shall be liable for its pro rata share up to the Date of Withdrawal. A withdrawing Member Agency shall also be liable for its pro rata share of the Authority’s approval contractual commitments made prior to the Withdrawal Notice, excluding automatic renewals, amendments or restatements made subsequent to the Withdrawal Notice. The withdrawing Member Agency may pay the Authority the present value of its pro rata share of all obligations as of the Date of Withdrawal or otherwise refinance its obligations, but in no event pay less than owed at the time payment is due under agreements made before the Withdrawal Notice. Upon termination of this Agreement as to a withdrawing party, the Authority shall return to the Member Agency all of the leased facilities identified in Sections 4.2 above, unless otherwise specified in an agreement between Member Agencies that share territory. A withdrawing agency shall not be entitled to any agency funds upon withdrawal.

## **SECTION 7. MISCELLANEOUS.**

### **7.1 Conflict of Interest.**

The Authority Board shall adopt and, thereafter, maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act (Gov. Code, §87300 et seq.) and the regulations adopted by the Fair Political Practices Commission (Cal. Code Regs., Title 2, §1870 et seq.).

### **7.2 Recitals.**

The foregoing recitals are true and correct and are made a part hereof.

### **7.3 Effective Date of Agreement.**

This Agreement shall become effective when signed and executed by both Member Agencies.

### **7.4 Operational Date of Authority.**

This Agreement shall become operational on March 1, 2018, following approval and execution by the Initial Member Agencies.

### **7.5 Term.**

This Agreement shall be effective on the effective date and shall continue in effect until terminated pursuant to Sub-section 2.11.

### **7.6 Headings.**

All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

### **7.7 Consent.**

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

### **7.8 Law Governing.**

This agreement is made under the Constitution and laws of the State of California.

**7.9 Amendments.**

This Agreement may not be amended or modified except by vote of all Members.

**7.10 Severability.**

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and sections of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

**7.11 Non-Liability of Agents.**

None of the officers or agents of the Authority shall be deemed, by reason of such status, to be officers, agents or employees of either Member Agency or to be subject to any of the requirements of either Member Agency.

**7.12 Successors.**

This Agreement shall be binding upon and all inure to the benefit of the successors of the Member Agencies. Member Agencies may not assign any right or obligation hereunder without written consent of the Authority.

**7.13 Notice.**

All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at the mailing or electronic addresses listed herein.

To City: City of Tracy  
333 Civic Center Plaza  
Tracy, California 95376  
[Manager@cityoftracy.org](mailto:Manager@cityoftracy.org)

With copy to: City Attorney  
333 Civic Center Plaza  
Tracy, California 95376  
[attorney@cityoftracy.org](mailto:attorney@cityoftracy.org)

To District: Tracy Rural Fire Protection District  
4330 North Pershing Avenue, Suite B-1  
Stockton, California 95207-6965

Communications shall be deemed to have been received on the first to occur of: (1) actual receipt at the physical address designated above, or (2) three working days after the deposit of a written correspondence directed to a physical address listed above in the U.S. Mail of registered or certified mail.

**7.14 No Continuing Waiver.**

No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

**7.15 No Third Party Beneficiary.**

The Members agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

**7.16 Entire Agreement.**

This Agreement contains all the terms agreed to by the Parties relating to its subject matter.

**7.17 Construction of Agreement.**

Each Member Agency has had an equivalent opportunity to participate in the drafting of this Agreement and to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

[SIGNATURES ON NEXT PAGE]

**CITY OF TRACY**

By: \_\_\_\_\_  
Robert Rickman  
Mayor

**ATTEST**

By: \_\_\_\_\_  
Adrienne Richardson, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Thomas Watson, City Attorney

**TRACY RURAL FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Tim Smith  
District Chair

**ATTEST**

By: \_\_\_\_\_  
Ginger Root  
District Secretary

**APPROVED AS TO FORM**

BOWMAN & BERRETH, LLP

By: \_\_\_\_\_  
Mark Charles Bowman  
District Counsel

RESOLUTION \_\_\_\_\_

APPROVING A JOINT POWERS AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT ESTABLISHING THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY WITH AN EFFECTIVE DATE OF MARCH 1, 2018 AND IMPLEMENTATION DATE OF JULY 1, 2018, AND REALLOCATING \$20,000 FROM UNALLOCATED RESERVES TO FUND 22-211 FOR JPA START-UP COSTS

WHEREAS, In 1999, the City and the District entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA), and

WHEREAS, Subsequently, the JPA entered into an agreement with the City of Tracy to provide personnel and fire protection services to the JPA, and

WHEREAS, Since the formation of the SCFA several factors have prompted a reevaluation of the current governance and creating a strong JPA that operates as an autonomous agency was the chosen model, and

WHEREAS, Reestablishing and improving fire protection governance between the City of Tracy and the Tracy Rural Fire Protection District will protect future fire protection revenues, and

WHEREAS, The JPA agreement will have an effective date of March 1, 2018 with an implementation date of July 1, 2018, and the current JPA will remain in effect until July 1, 2018;

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves a Joint Powers Agreement between the City of Tracy and the Tracy Rural Fire Protection District establishing the South San Joaquin County Fire Authority with an effective date of March 1, 2018 and implementation date of July 1, 2018, and authorizes reallocating \$20,000 from unallocated reserves to Fund 22-211 for JPA start-up costs.

\*\*\*\*\*

The foregoing Resolution \_\_\_\_\_ was adopted by the Tracy City Council on the 6<sup>th</sup> day of February, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 6

REQUEST

**APPROVE THE SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT WITH AN EFFECTIVE DATE OF JULY 1, 2018**

EXECUTIVE SUMMARY

In 1999, the City of Tracy and the Tracy Rural Fire Protection District entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). The 1999 JPA is being replaced by a new agreement (Agenda Item 5) and staff is requesting Council approve a Dissolution Agreement that will dissolve the current JPA while addressing employee leave balances, financial obligations and fire station ownership issues that were components of the original agreement.

DISCUSSION

In 1999, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). On the same date, SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of SCFA (City of Tracy and Tracy Rural Fire Protection District).

Since the formation of the SCFA two things have occurred that have prompted a reevaluation of SCFA's current governance. The first driver to reevaluate governance was a concern by the Tracy Rural Fire Protection District's Board of Directors that the District has limited influence over fire protection within their jurisdictional boundaries and that they have not been included in decisions that directly impact their District. The District Board also expressed concerns about how debt was incurred and tracked and how the JPA agreement amendments were implemented. The proposed JPA addresses the District's concerns based on the following agreed upon dissolution elements:

- The original JPA Agreement will be terminated on July 1, 2018. The new JPA Agreement will become effective on March 1, 2018 with an implementation date of July 1, 2018. The overlap will allow staff time to prepare for implementation.
- Requires the District and the City to fully fund retiree medical benefits (conversion of sick leave per employee MOUs) for employees that have retired prior to the effective date of the Dissolution Agreement. Exhibit A of the Dissolution Agreement identifies the cost to each agency.
- Requires the District and the City to pro-rata fund retiree benefits (per employee MOUs) at the time of separation for employees that have not retired as of the effective date of the Dissolution Agreement. The share of obligation for each agency



- will be determined by the cost sharing agreement in effect at the time of the retirement.
- Requires the agreement for the City to provide employees to the JPA to be terminated upon the effective date of the Dissolution Agreement. A new employee agreement will be established between the City and the new JPA.
  - After a reconsideration of incurred interest and fire prevention fees and costs and credit for construction costs of Station 92, district's obligations to repay City shall be deemed to be satisfied at the close of business on June 30, 2018. Removes any interest the District has in the ownership of Station 92.
  - The District will own fire stations that are in overlapping jurisdictions between the City and the District. The fire stations will revert back to City ownership if the District withdraws from the JPA or detaches the areas covered by the fire stations from the City.
  - Requires the City to distribute a portion of Master Plan Public Safety Facility Fees to the District in areas of the District that require fire protection facility mitigation. The City is currently collecting these fees within areas the District has jurisdictional responsibility to provide fire protection.

Approving the Dissolution Agreement will provide the mechanism required to reestablish and improve fire protection governance which will in-turn protect future revenues, improve and maintain service levels, and provide a long term sustainable fire protection model that can be expanded.

#### STRATEGIC PLAN

This agenda item relates to Council's Public Safety Strategy, Goal 3 / Objective 1: Enhance Citywide Emergency Preparedness and better prepare and respond to man-made and natural disasters.

#### FISCAL IMPACT

City shall also remit payment for its share of sick leave accumulated by Existing Retirees during their employment with City by the Effective Date of this Agreement in the amount of \$957,168.10.

The City reduces the District's debt to the City from \$4,372,897 to \$1,025,487. The City will consider the final amount owed paid in full at the close of the 2017-2018 fiscal year. The debt will be paid through the current JPA Amendment - Pre Paid Service Agreement that will remain in effect until June 30, 2018. Any remaining debt will be forgiven by the City.

The District and the City will transition to a new formula cost allocation based upon new JPA agreement.

RECOMMENDATION

That the City Council, by resolution, approve the South County Fire Authority Dissolution Agreement between the City of Tracy and the Tracy Rural Fire Protection District with an effective date of July 1, 2018.

Prepared by: Randall Bradley, Interim City Manager

Reviewed by: Karin Schnaider, Finance Director

Approved by: Randall Bradley, Interim City Manager

ATTACHMENT

Attachment A:           Dissolution Agreement

**SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT BETWEEN  
CITY OF TRACY AND TRACY RURAL FIRE DISTRICT**

This SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2018 by and between the City of Tracy, a municipal corporation (“**City**”), and the Tracy Rural Fire Protection District, a special district formed pursuant to Health and Safety Code (“**District**”). City and District are collectively referred to as “**Parties**.”

**RECITALS**

WHEREAS, on September 7, 1999, the Parties entered into the JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTH COUNTY FIRE AUTHORITY (“**Original JPA Agreement**”) thereby forming the South County Fire Authority (“**SFCA**”) pursuant to Government Code Section 6500 *et seq.* to jointly provide fire protection services in their respective jurisdictions; and

WHEREAS, on September 7, 1999, the Parties also entered into another agreement titled “AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY RURAL FIRE PROTECTION DISTRICT REGARDING THE CITY OF TRACY’S EMPLOYMENT OF THE TRACY RURAL FIRE PROTECTION DISTRICT’S PERSONNEL” (“**Employment Agreement**”); and

WHEREAS, Original JPA Agreement was amended various times to address changes in the financial obligations of the Parties in light of operational and administrative needs (“**Amendments**”); and

WHEREAS, the Employment Agreement was also amended to reflect the Parties’ changing needs; and

WHEREAS, the Parties are in the process of forming a new joint exercise of powers authority (“**New JPA Authority**”) and now wish to dissolve the SCFA by terminating the Original JPA Agreement; and

WHEREAS, the financial obligations that are the subject of the Original JPA Agreement, Amendments and the Employment Agreement are still outstanding and the Parties wish to enter into this Agreement to terminate the Original JPA Agreement thereby dissolving the SCFA and to reach an mutually agreeable resolution regarding those outstanding financial obligations; and

WHEREAS, it is the Parties’ mutual intention that this Agreement resolve all outstanding issues thereby allowing them to participate in the New JPA Authority without further obligations under the Original JPA Agreement, Amendments and the Employment Agreement; and

NOW, THEREFORE, in consideration of the recitals above, the mutual advantages to be derived, and the mutual covenants contained herein, it is agreed by and among the Parties hereto as follows:

**AGREEMENT**

**1. Termination of Original JPA Agreement and Dissolution of SCFA.** The Parties mutually agree to waive the notice requirement under Section 8.1 of the Original JPA Agreement and agree to terminate the Original JPA Agreement and dissolve SCFA, effective July 1, 2018.

a. Assignment of Existing Contracts. All existing contracts for goods, services, and/or equipment entered into by SCFA are hereby assigned to the South San Joaquin County Fire Authority, subject to their acceptance by Board resolution.

**2. Obligations Regarding Accumulated Leave of Personnel Previously Employed by District.** Concurrently with the establishment of the SCFA, the Parties entered into the Employment Agreement to address their respective obligations regarding the costs of all sick leave and vacation leave accumulated (“**Accumulated Leave**”) but not paid for employees who were still employed by District as of September 15, 1999 (“**District’s Former Employees**”) and subsequently hired by City.

- a. Existing Retirees’ Accumulated Sick Leave. The current value of the Accumulated Sick Leave of District’s Former Employees who retired while employed by the City prior to the effective date of this Agreement (“**Existing Retirees**”), is \$1,612, 026.01 and as further described in Exhibit A. District remains responsible for the total cost of Existing Retirees’ Accumulated Sick Leave, including interest at the Local Agency Investment Fund rate earned by City, compounded annually. District shall remit payment to the City for its share of the current value of Existing Retirees’ Accumulated Sick Leave by the Effective Date of this Agreement in the amount of \$233,214.73. City shall also remit payment for its share of sick leave accumulated by Existing Retirees during their employment with City by the Effective Date of this Agreement in the amount of \$957,168.10. District’s and City’s payments shall be deposited and maintained in a trust by City to pay for Existing Retirees’ medical premiums.
- b. Accumulated Leave and Other Accruals of District’s Former Employees. City and District shall jointly fund the cost of Accumulated Leave and any other accruals due to District’s Former Employees who separate from City. The amount of Accumulated Leave and accruals, and the value of the Accumulated Leave and accruals shall be determined in accordance with the Memorandum of Understanding with the Tracy Firefighters Association (“MOU”) in effect at the date of separation of each employee. The City’s and District’s respective contributions to cover the cost of the Accumulated Leave and accruals shall be in accordance with the MOU or any other agreement entered into by the District and City, in effect at the date of separation of each employee.
- c. Termination of Employment Agreement. The Parties further agree to terminate the Employment Agreement, effective July 1, 2018, and to release both Parties from its obligations, except for Section 5 of the Employment Agreement.

**3. Pre-Paid Services and Cost-Split for Maintenance and Operations.** The Parties amended Sections 6.2 and 6.6 of the Original JPA Agreement by executing Amendment No. 6 on January 2, 2013, to reflect District’s repayment of a loan from City and Parties’ joint cost-sharing of the maintenance and operations for Fire Protection Services, Fire Dispatch Services, and other costs (“**Financial Obligations**”). The City’s calculation of the outstanding loan amount as of June 30, 2017 was \$4,372,897. Following District’s request that City reconsider

the amount owed by District to City under the loan, and in consideration of District's contribution to the funding of Station 92's maintenance and operations (totaling \$731,718), City's receipt of Fire Prevention revenues, and past calculations of interest, the City agrees to reduce the outstanding loan amount owed by District to \$1,025,487 ("**Outstanding Balance**").

- a. As consideration for City's reconsideration of Financial Obligations, District agrees that this Agreement is a full and final release of and from any such claims, demands, actions, and causes of action, in law or in equity, and all suits, debts, liens, claims, liabilities, obligations, demands, damages, losses, audit responsibilities, fiduciary responsibilities, present and future, known or unknown, contemplated or un contemplated, arising out of or in connection with the Original JPA Agreement, Amendments, and Employment Agreement, and for any and all damages of any kind whatsoever which have been or which might hereafter be incurred or sustained by the undersigned in connection with Original JPA Agreement, Amendments, and Employment Agreement, and which might exist against the undersigned herein or any other person in favor of the undersigned.
- b. District's obligations to repay City in and all amounts owed pursuant to the Amendments of the Original JPA Agreement and, in particular, the Outstanding Balance shall be deemed to be satisfied at the close of business on June 30, 2018.

**4. Ownership of Fire Stations.**

- a. Station 92. District hereby agrees that the resolution of Financial Obligations as set forth in Paragraph 4 entitles City to full ownership of Station 92 and District thereby relinquishes, releases, and waives any right to claim ownership of Station 92 now and in the future.
- b. Fire Stations in Overlapping Jurisdiction Areas. The Parties agree that the District shall own and operate all Fire Stations that are currently located or will be located in overlapping jurisdictions areas. City shall grant District an ownership interest, subject to the condition that if District ceases to operate the Fire Stations, withdrawals from the New JPA Authority or detaches the Fire Stations from City, the Fire Stations will revert back to City at no cost.

**5. Public Safety Facilities Fee.** City collects a Public Safety Facilities Fees ("**PSF Fees**"), also known as Fire Facilities Fees from all new development within the City to mitigate the impact of new development on public safety facilities in accordance with the City of Tracy's Citywide Public Safety Master Plan, adopted in 2013. City shall disburse to District PSF Fees collected after the execution of this Agreement that are attributable to mitigating the impact of new development on fire facilities located in District's jurisdictional boundaries. There are no PSF Fees for fire facilities being held by the City. Prior to City's disbursement of any PSF Fees to District, District shall execute an agreement indemnifying and holding City harmless for the District's maintenance, reporting, and use of the PSF Fee. In the event District adopts an impact fee in accordance with the Mitigation Fee Act (Government Code Section 66000, et seq), City shall reasonably cooperate with the collection of that fee.

**6. Effective Date.** This Agreement shall take effect on July 1, 2018, unless otherwise agreed to in writing by City and District.

**7. Termination.** This Agreement may be terminated by either Party by giving written notice to the other Party sixty (60) days in advance of the proposed termination date.

**8. Dispute Resolution.** Each Party to this Agreement shall, in good faith, cooperate and assist the other in meeting the obligations contained herein. The Parties shall resolve their disputes informally to the maximum extent possible. The following process shall apply in the event either Party disputes any invoice, charge or obligation under this Agreement:

- a. If a Party disputes any obligation under the Agreement, the disputing Party shall notify the other Party, in writing, within fifteen (15) calendar days of the required payment or performance of the disputed obligation. The Parties shall endeavor to first informally resolve the dispute during those fifteen (15) days. If the Parties cannot informally resolve the dispute, they shall then attempt to resolve such dispute through non-binding mediation for a period not to exceed thirty (30) calendar days. If the Parties cannot mutually agree upon a mediator, then the presiding judge to the San Joaquin County Superior Court shall designate a mediator. The Parties shall contribute equally to the cost of mediation. If mediation is unsuccessful, the disputing Party may pursue litigation or any other remedies to resolve the dispute.

**9. Miscellaneous.**

- a. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party. Communications shall be deemed to have been received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the U.S. Mail of registered or certified mail, sent to the address below.

To City:

City of Tracy  
City Manager  
333 Civic Center Plaza  
Tracy, California 95376

To District:

Tracy Rural Fire Protection District  
1820 Kettleman Land Suite F  
Lodi, California 95242

With a copy to:

City Attorney  
City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376

- b. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- c. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- d. Construction of Agreement. The Parties have each had an equivalent opportunity to participate in the drafting of this Agreement and to consult with legal counsel.

SCFA Dissolution Agreement

Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

- e. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

**CITY OF TRACY**

By: \_\_\_\_\_  
Robert Rickman, Mayor

Date:

**ATTEST**

By: \_\_\_\_\_  
Adrienne Richardson, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Thomas Watson, City Attorney

**TRACY RURAL FIRE PROTECTION DISTRICT**

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

Date:

**ATTEST**

By: \_\_\_\_\_  
Ginger Root  
District Secretary

**APPROVED AS TO FORM  
BOWMAN & BERRETH, LLP**

By: \_\_\_\_\_  
Mark Charles Bowman  
District Counsel

City of Tracy  
Schedule of Employee's Medical Leave Bank  
**FY 2017-2018**  
**MLB PAYS INSURANCE PREMIUMS ONLY**

Exhibit - A

Fire Department	Retirement Date	MLB Balance		Percentage		Cost		7/1/2018 Balance
		7/1/17	Payments Made	TRFD	CITY	TRFD	CITY	
Menke, George	12/31/1998	-						
Blanton, Bruce	12/31/2000	-						
Estes, Terrell	8/1/2005	-						
Barbosa, David	5/15/2006	-						
Nelson, Steve	9/16/2006	27,430.28		10.70%	89.30%	2,935.04	24,495.24	27,430.28
Amezquita, Alberto	5/16/2008	42,195.04		10.60%	89.40%	4,472.67	37,722.37	42,195.04
Larimer, William	8/31/2008	38,584.58		77.94%	24.02%	30,073.65	9,268.94	38,584.58
Hein, Terry	9/16/2008	162,704.08		10.80%	89.20%	17,572.04	145,132.04	162,704.08
Oliveira, James	11/16/2009	129,998.09		80.01%	19.99%	104,007.48	25,990.61	129,998.09
Mason, Jeff	12/30/2009	1,540.97		12.30%	87.70%	189.54	1,351.43	1,540.97
Friends, Gerald	11/16/2011	-				-	-	-
Hemmingson, Thomas	10/1/2013	101,423.69		18.10%	81.90%	18,357.69	83,066.00	101,423.69
Babcock, John	12/19/2013	86,247.49		36.00%	64.00%	31,049.10	55,198.39	86,247.49
Ohmstede, Steven	7/16/2014	140,845.27		77.49%	22.51%	109,137.08	31,708.19	140,845.27
Hanlon, Michael (Steve)	4/30/2015	202,221.65		19.00%	81.00%	38,422.11	163,799.54	202,221.65
Myers, Richard	10/16/2015	163,789.59		19.30%	80.70%	31,611.39	132,178.20	163,789.59
Somerhalder, Phil	11/16/2015	190,638.86		67.49%	32.51%	128,667.68	61,971.18	190,638.86
Shepherd, John	7/18/2016	77,319.36		36.00%	64.00%	27,834.97	49,484.39	77,319.36
Kellog, Andrew	1/16/2017	102,906.05		36.00%	64.00%	37,046.18	65,859.87	102,906.05
Havicus, Courtney (Dan)	1/20/2017	72,344.09		35.60%	64.40%	25,754.50	46,589.59	72,344.09
Allen, John	3/16/2017	71,836.92		67.49%	32.51%	48,484.81	23,352.11	71,836.92
<b>Total</b>		<b>1,612,026.01</b>	<b>-</b>			<b>655,615.92</b>	<b>957,168.10</b>	<b>1,612,026.01</b>
				Balance Forward		424,527.20		
				Remaining Cost		(655,615.92)		
				Pymt Rec'd		-		
				Subtotal		(231,088.72)		
				LAIF	0.92%	(2,126.02)		
				Balance RE		(233,214.73)		



RESOLUTION \_\_\_\_\_

APPROVING THE SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY RURAL FIRE PROTECTION DISTRICT WITH AN EFFECTIVE DATE OF JULY 1, 2018

WHEREAS, In 1999, the City and the District entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA), and

WHEREAS, On the same date, SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of SCFA, and

WHEREAS, Since the formation of the SCFA several factors have prompted a reevaluation of the current governance and creating a strong JPA that operates as an autonomous agency was the chosen model, and

WHEREAS, Approving the Dissolution Agreement will provide the mechanism required to reestablish and improve fire protection governance which will in-turn protect future revenues, improve and maintain service levels, and provide a long term sustainable fire protection model that can be expanded;

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves the South County Fire Authority Dissolution Agreement between the City of Tracy and the Tracy Rural Fire Protection District with an effective date of July 1, 2018.

\* \* \* \* \*

The foregoing Resolution \_\_\_\_\_ was adopted by the Tracy City Council on the 6<sup>th</sup> day of February, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 7

REQUEST

**RECEIVE UPDATE ON CITY COUNCIL STRATEGIC PRIORITIES, GOALS AND OBJECTIVES FOR FISCAL YEARS 2017/18 AND 2018/19 WHICH INCLUDE PUBLIC SAFETY, QUALITY OF LIFE, GOVERNANCE, AND ECONOMIC DEVELOPMENT**

EXECUTIVE SUMMARY

This staff report presents the City's strategic priority areas, goals and objectives for Fiscal Years 2017/18 and 2018/19, which were discussed during the City Council retreat held on February 7, 2017. The report also provides a status of various activities and work plans to achieve the desired objectives and goals. The four strategy areas include: (1) Public Safety, (2) Quality of Life, (3) Governance, and; (4) Economic Development. Staff requests that Council receive the quarterly update on the Strategic Priority Work Plans.

DISCUSSION

On February 7, 2017, the City Council and senior staff attended a retreat designed, in part, to discuss and define the City's strategic goals and objectives over the next two fiscal years. During that discussion, the Council identified desired outcomes related to the City's social, economic, organizational, and environmental landscape. Council then directed the City Manager to work with staff to amend the City Council's current goals and objectives to reflect the consensus reached during the retreat regarding priority areas and City goals.

Subsequently, the City Manager developed interdepartmental teams to distill Council's discussion regarding the City's strategy areas, Public Safety, Quality of Life, Governance, and Economic Development, into goals and objectives for the coming fiscal years. Staff is presenting a quarterly update on the FY 2017/18 and 2018/19 Strategic Priority Work Plans (attached).

**1. Public Safety Strategy:**

The purpose of the Public Safety Strategy is to enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and offering prevention, intervention and suppression services that meet the needs of Tracy residents.

**Goals:**

The four goals identified in the Public Safety Strategy include: (1) Partner with and engage the community to address public safety concerns, (2) Align fire operations to match the needs of the community, (3) Enhance Citywide disaster preparedness, and (4) Promote traffic safety.

**Objectives:**

For Goal 1, ***Partner with and Engage the Community to Address Public Safety Concerns***, four objectives were identified.

Objective 1: Increase communication with residents regarding crime prevention and fire safety.

Objective 2: Establish partnerships with business owners to address and educate on current trends in public safety.

Objective 3: Identify and engage commercial property owners regarding crime prevention and safety.

Objective 4: Enhance community engagement through volunteer opportunities.

For Goal 2, ***Align Fire Operations to Match the Needs of the Community***, three objectives were identified:

Objective 1: Develop a proactive response to emergency medical response and County related policies.

Objective 2: Bring Fire Prevention under the purview of the Fire Department.

Objective 3: Develop an implementation plan consistent with the Tracy Fire Standards of Coverage.

For Goal 3 ***Enhance Citywide Disaster Preparedness***, two objectives were identified:

Objective 1: Update existing City-wide emergency safety and evacuation plan and related infrastructure.

Objective 2: Develop and implement a community education program to prepare and respond to man-made and natural disasters.

For Goal 4, ***Promote Traffic Safety***, two objectives were identified:

Objective 1: Increase public awareness of traffic safety issues specific to Tracy.

Objective 2: Implement a data-driven traffic enforcement campaign.

**2. Quality of Life Strategy:**

The purpose of the Quality of Life Strategy is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

**Goals:**

The five goals identified in the Quality of Life Strategy include the following: (1) Address City amenities and facility usage with an emphasis on community demand, accessibility, and cost recovery, (2) Promote public health, safety, and community welfare throughout the community, (3) Cultivate community engagement through digital and traditional communication means, (4) Engage in efforts to enhance community aesthetics, and (5) Improve current recreational, cultural arts and entertainment programming and services to reflect community interests and demands.

**Objectives:**

For Goal 1, ***Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery***, four objectives were identified:

- Objective 1: Identify amenities in demand based on community feedback.
- Objective 2: Develop a plan to complete existing approved projects, such as: Legacy Fields, Aquatics Center, Senior Center expansion, Tracy Community Center renovation, and Boyd Service Center renovation.
- Objective 3: Explore cost recovery opportunities to protect and preserve our current amenities.
- Objective 4: Update community memorandum of understanding (MOU) policies and procedures.

For Goal 2, ***Promote Public Health, Safety and Community Welfare throughout the Community***, three objectives were identified:

- Objective 1: Reduce the number of blighted property conditions.
- Objective 2: Address community concerns regarding homelessness.
- Objective 3: Promote awareness of unsafe living conditions.

For Goal 3, ***Cultivate Community Engagement through Digital and Traditional Communication Means***, two objectives were identified:

- Objective 1: Explore opportunities to promote the City's brand through various marketing and communication activities.
- Objective 2: Enhance methods of informing and engaging the community on City related projects, programs and events.

For Goal 4, ***Engage in Efforts to Enhance Community Aesthetics***, three objectives were identified:

- Objective 1: Develop design goals and development standards, specifically for buildings and landscape for the I-205 corridor, Northeast Industrial and Industrial Specific Plan areas.
- Objective 2: Develop and implement an improvement plan for City landscape areas.
- Objective 3: Explore opportunities to enhance the appearance of City landmarks or points of entry through marketing and the built environment.

For Goal 5, ***Improve current Recreational, Cultural Arts and Entertainment Programming and Services to Reflect Community Interests and Demands***, one objective was identified:

- Objective 1: Develop recreational, cultural arts and entertainment programs and services that reflect community demographics, evaluation feedback, and trends.

### **3. Governance Strategy:**

The purpose of the Governance Strategy is to retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

#### **Goals:**

The three goals identified in the Governance Strategy include the following: (1) Further develop an organization that attracts, motivates, develops and retains a high quality, engaged, informed and high performing workforce, (2) Ensure continued fiscal sustainability through financial and budgetary stewardship, (3) Identify technological resources to promote communication, enhance City services, and promote organizational productivity.

#### **Objectives:**

For Goal 1, ***Further Develop an Organization that Attracts, Motivates, Develops and Retains a High Quality, Engaged, Informed and High Performing Workforce***, three objectives were identified:

Objective 1: Develop an organizational Succession Plan.

Objective 2: Update Five Year Staffing Plan.

Objective 3: Re-implement internal employee development initiative.

For Goal 2, ***Ensure Continued Fiscal Sustainability through Financial and Budgetary Stewardship***, five objectives were identified:

Objective 1: Initiate department-wide review and update of financial policies and procedures.

Objective 2: Present quarterly fiscal updates to City Council and semi-annual revenue projections for TIMP and program fees.

Objective 3: Identify new revenue opportunities.

Objective 4: Identify opportunities to reduce expenditures.

Objective 5: Identify fiscal sustainability programs.

For Goal 3, ***Identify Technological Resources to Promote Communication, Enhance City Services, and Promote Organizational Productivity***, three objectives were identified:

Objective 1: Research and implement mechanisms to improve interdepartmental communication.

Objective 2: Identify and implement methods to improve organizational productivity.

Objective 3: Implement additional Enterprise Resource Planning software modules.

### **4. Economic Development Strategy:**

The purpose of the Economic Development Strategy is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

**Goals:**

The four goals identified in the Economic Development Strategy include the following: (1) Attract head-of-household jobs reflective of the City's target industries and those that best match the skill sets of the local labor force, (2) Attract retail, hotel, and entertainment uses that offer residents quality dining, shopping, and entertainment experiences, (3) Support higher education and vocational training in the City of Tracy, and (4) Position Tracy as the preferred location for start-up companies and entrepreneurial investment.

**Objectives:**

For Goal 1, ***Attract Head-Of-Household Jobs Reflective of the City's Target Industries and those that Best Match the Skill Sets of the Local Labor Force***, five objectives were identified:

- Objective 1: Focus business attraction efforts on identified target industries and companies that offer Head-of-Household wages.
- Objective 2: Pursue Bay Area companies and industries with growth and expansion potential.
- Objective 3: Foster existing business relationships to support the overall update and expansion of employment opportunities.
- Objective 4: Enhance the development process for predictability and transparency.
- Objective 5: Support mixed-use housing projects that afford Tracy's workforce the opportunity to live in Tracy.

For Goal 2, ***Attract Retail, Hotel, and Entertainment Uses that Offer Residents Quality Dining, Shopping, and Entertainment Experiences***, three objectives were identified:

- Objective 1: Focus recruitment efforts on quality retailers who meet the desires of the community from the hotel, restaurant, shopping, and entertainment industries.
- Objective 2: Increase the entertainment and recreational opportunities and events that draw people into Tracy.
- Objective 3: Develop partnerships and resources to enhance and expand existing businesses.

For Goal 3, ***Support Higher Education and Vocational Training in the City of Tracy***, three objectives were identified:

- Objective 1: Implement and support Notre Dame de Namur University through the Partnership Opportunity Plan.
- Objective 2: Support efforts to develop and implement a communication and outreach strategy to promote the importance and benefits associated with higher education in the community.
- Objective 3: Support and market vocational training resources to new and existing businesses to enhance the skill set of our local labor market.

For Goal 4, ***Position Tracy as the Preferred Location for Start-up Companies and Entrepreneurial Investment***, three objectives were identified:

- Objective 1: Build a support network for small businesses, start-up companies and entrepreneurs.
- Objective 2: Enhance opportunities for Silicon Valley and Bay Area start-ups to present local industry with technology based products.
- Objective 3: Foster relationships with Silicon Valley, Bay Area Industry groups and business accelerators to identify, access and attract start-up companies.

#### FISCAL IMPACT

There is no fiscal impact with the adoption of this agenda item. Any budget implications will be addressed during the budget process.

#### RECOMMENDATION

That the City Council receive an update on the Council Strategic Priority areas, goals and objectives for Fiscal Years 2017/2018 and 2018/2019 which include Public Safety, Quality of Life, Governance, and Economic Development.

Prepared by: Vanessa Carrera, Public Information Officer  
Alex Neicu, Police Captain  
Shelley Burcham, Economic Development Manager  
Ed Lovell, Management Analyst II

Reviewed by: Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

#### ATTACHMENTS

Attachment "A": Public Safety Strategic Plan Chart for FY 17-19  
Attachment "B": Quality of Life Strategic Plan Chart for FY 17-19  
Attachment "C": Governance Strategic Plan Chart for FY 17-19  
Attachment "D": Economic Development Strategic Plan Chart for FY 17-19



**PUBLIC SAFETY STRATEGY  
FY 17-19 WORK PLAN**

**Purpose: To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education and offering prevention, intervention and suppression services that meet the needs of Tracy residents.**




Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>1. Partner with and Engage the Community to Address Public Safety Concerns.</b>	<b>1a.</b> Increase communication with residents regarding crime prevention and fire safety.	<b>1.a.1</b> Implement enforcement actions to address results from the 2016 National Citizen Survey.	Watch Commanders	Ongoing	On schedule and within Budget	Currently addressing crime and quality of life issues based on community feedback and crime statistics. Completed first phase of Quality Of Life initiative, continuing with longer term plans.
		<b>1.a.2</b> Develop current educational campaign to be distributed on Nextdoor, Facebook, Nixle, City website, and traditional media.	NROs, Crime Prevention Specialists	Completed, Ongoing	On schedule and within Budget	
	<b>1b.</b> Establish partnership with business owners to address and educate on current trends in public safety.	<b>1.b.1</b> Continue to develop the Business Watch Program to reach full information exchange.	Crime Prevention Specialist	Ongoing	On schedule and within Budget	Developing a training campaign for online reporting of qualifying shoplifting cases.
		<b>1.b.2</b> Continue to attend meetings and communicate with members of TCCA.	NROs, Crime Prevention Specialists	Ongoing	On schedule and within Budget	Currently attending meetings several times a year.
	<b>1c.</b> Identify and engage commercial property owners regarding crime prevention and fire safety.	<b>1.c.1</b> Educate property owners on best signage practices and regulations. Communicate through newsletters and onsite visits.	A. Contreras Crime Prevention Specialist	12/1/17	On schedule and within Budget	Currently attending meetings and completing site visits. We are working on developing publications/brochures for distribution.
		<b>1.c.2</b> Implement CPTED (Crime Prevention Through Environmental Design) principles and practices.	Crime Prevention Specialist NROs	Completed, Ongoing	On schedule and within Budget	2 NROs scheduled to attend CPTED courses in the summer & fall of 2017.
		<b>1.c.3</b> Implement Fire Inspection Program.	P. Vargas	3/1/2018	On schedule and within Budget	
	<b>1d.</b> Enhance community engagement through volunteer opportunities.	<b>1.d.1</b> Continue to develop the VIPS Program and Explorer Programs.	NROs	Continuous, Ongoing	On schedule and within Budget	
		<b>1.d.2</b> Host quarterly Neighborhood Watch Block Captain meetings.	NROs	Continuous, Ongoing	On schedule and within Budget	
		<b>1.d.3</b> Continue academy programs such as the Citizens Academy, Youth Academy and Spanish-based Academy.	K. Ysit	Continuous, Ongoing	On schedule and within Budget	Completed Spanish Academy in May and Youth Academy in June. The latest Citizen's Academy class produced several VIPs added to the core of volunteers.

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress






ATTACHMENT "A"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>2. Align Fire Operations to Match the Needs of the Community</b>	<b>2a.</b> Develop a proactive response to emergency medical response and County related policies.	<b>2.a.1</b> Renegotiate Advanced Life Support agreement to include provisions allowing for fire department response to Alpha & Bravo incidents.	R. Bradley/A. Dampier	4/18/17		City Council 5 Point Plan goal. Completed in 6/2017.
		<b>2.a.2</b> Explore efficiencies in fire dispatch call processing to provide for early notification of emergency medical and fire incidents.	R. Bradley/C. Martin	10/1/17		
	<b>2b.</b> Bring Fire Prevention under the purview of the Fire Department.	<b>2.b.1</b> Create Fire Marshal Position Description and add to position control roster.	R. Bradley	2/21/17		Completed. City Council 5 Point Plan goal.
		<b>2.b.2</b> Conduct and complete recruitment for Fire Marshal.	R. Bradley	8/1/17		Completed. Fire Marshal was hired in 9/2017.
		<b>2.b.3</b> New Fire Marshal build fire prevention staff through recruitment of fire inspectors and support staff.	R. Bradley/A. Ray	10/1/17		In progress. Admin Assistant was hired in 10/2017. One of two Fire Inspector positions was filled in 12/2017.
		<b>2.b.4</b> Fully integrate all Fire Prevention program elements into the fire department.	R. Bradley/A. Ray	9/1/17		In progress. Expected completion 7/2018.
	<b>2c.</b> Develop and implementation plan consistent with the Tracy Fire Standards of Coverage.	<b>2.c.1</b> Present completed Standards of Cover study to council and Tracy Rural Fire District Board of Directors.	R. Bradley/D. Bramell	6/20/17		Completed. Presented to Tracy Rural 6/12/2017, City Council 6/20/2017, and SCFA 7/18/2017. City Council 5 Point Plan goal.
		<b>2.c.2</b> Develop fire department labor/management work team to review technical findings and prioritize Standards of Cover deployment recommendations.	R. Bradley/D. Bramell	8/1/17		Completed.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress




ATTACHMENT "A"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>3. Enhance Citywide Disaster Preparedness.</b>	<b>3a.</b> Update existing City-wide emergency safety and evacuation plan	<b>3.a.1</b> Research the scope of the project.	City Manager's Office	6/30/18		Obtain the consultant report with standards and recommendations.
	<b>3b.</b> Develop and implement a community education program to prepare and respond to man-made and natural disasters.	<b>3.b.1</b> Integrate emergency response plans with Tracy Unified and Jefferson School Districts.	T. Sheneman	7/1/18		Conduct joint training sessions with school and security staff.
		<b>3.b.2</b> Identify and partner with community and business stakeholders.	T. Sheneman	4/1/18		Have completed several training sessions at WVM. Scanning for other locations as necessary.
		<b>3.b.3</b> Identify disaster preparedness point of contacts.	T. Sheneman	4/1/18		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

ATTACHMENT "A"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
	3c. Update and expand existing public safety training facilities.	3.c.1. Update current Police shooting range.	T. Miller/T. Matuska			The project is in its early stages. We are currently seeking funding sources. No
		3.c.2. Expand training facilities with and additional location to include police and fire equipment.	Miller/Matuska/P. Vargas			
4. Promote Traffic Safety.	4a. Increase public awareness of traffic safety issues specific to Tracy.	4.a.1 Implement student traffic safety awareness.	C. Kootstra	Ongoing		"Every 15 minutes" at all High Schools. Daily enforcement at schools, on a rotating/as needed basis.
		4.a.2 Continue traffic education campaign through social media and other communications.	C. Kootstra	Ongoing		
		4.a.3 Distribute traffic safety awareness literature at city sponsored public events.	C. Kootstra	Ongoing		Safety Fair. Bike Derby.
	4b. Implement a data driven traffic enforcement campaign.	4.b.1 Seek and implement grant funding from Office of Traffic Safety (OTS) to provide for staff and equipment costs.	V. Weyant	Completed, Ongoing		Current OTS grant is funding DUI, Distracted Driver and Seatbelt education and enforcement campaigns.
		4.b.2 Identify locations of most frequent and serious collisions, and deploy resources for enforcement at targeted locations.	C. Kootstra, T. Zuniga	Ongoing		
		4.b.3 Continue to consult with Traffic Engineering in order to obtain traffic data and review/assess roadway engineering.	C. Kootstra, T. Zuniga	Ongoing		Monthly meetings with Engineering.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress



## QUALITY OF LIFE STRATEGY

## FY 17/19 WORK PLAN




Purpose: The purpose of the Quality of Life Strategy is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments	
<b>1.Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery.</b>	<b>1a.</b> Identify amenities in demand based on community feedback.	<b>1.a.1</b> Summarize data from Measure V Funding Priority Survey results and present findings to Council.	V. Carrera	6/1/17		City Council 5 Point Plan goal, regarding public outreach and engagement.	
		<b>1.a.2</b> Gather feedback from the Parks Commission on proposed park and facility Capital Improvement Projects and present list to Council as part of the annual CIP process.	E. Lovell	6/1/17		Completed. Parks Commission feedback has been gathered.	
		<b>1.a.3</b> Update Parks and Public Facilities Master Plan.	R. Armijo	11/1/18		In progress. RFP to be released in Fall 2017.	
		<b>1.a.4</b> Evaluate current facility rules and regulations as it relates to maximizing facility usage availability.	E. Lovell/ C. Mabry	6/1/19		In progress. Annual update of Sports Field Reservation Handbook approved by Parks & community Services Commission 10/5/17.	
	<b>1b.</b> Develop plan to complete existing approved projects, such as: Legacy Fields, Aquatics Center, Senior Center, Tracy Community Center renovation, and Boyd Service Center renovation.		<b>1.b.1</b> Identify the funding and resources needed to complete Phase I of Legacy Fields.	B. MacDonald	10/1/17		City Council 5 Point Plan goal, to be included in the FY 17-19 CIP budget and Measure V discussion at October 17th Council meeting.
			<b>1.b.2</b> Complete Aquatics Center development plan.	B. MacDonald	2/1/18		City Council 5 Point Plan goal. Development plan to include conceptual design, site planning, land acquisition. Developer has presented conceptual design and staff is working on funding alternatives and options.
			<b>1.b.3</b> Complete Senior Center expansion project.	R. Armijo	1/1/19		In progress.
			<b>1.b.4</b> Complete Phase I of Tracy Community Center renovation project.	R. Armijo	10/1/17		In progress.
			<b>1.b.5</b> Complete Boyd Service Center Maintenance Shop renovation project.	D. Scholl/ R. Armijo	Phase 2 - October, 2018; Phase 3 - winter, 2019		In progress. Phase 2 - In design as of 4/26/17

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		<b>1.b.6</b> Approve Memorandum of Understanding with San Joaquin County for South County Park.	B. MacDonald	12/1/17		City staff has had three meetings with County staff including a site visit and is working through final deal points on a proposed MOU.
		<b>1.b.7</b> Initiate efforts to develop the North Regional Park Master Plan near Legacy Fields.	B. MacDonald	8/1/18		Master Plan will tie Legacy Fields, South County Park and North Regional Park together.
		<b>1.b.8</b> Complete recirculating splash pad at MacDonald Park.	D. Scholl	10/1/17		In progress.
	<b>1.c.</b> Explore cost recovery opportunities to protect and preserve our current amenities.	<b>1.c.1</b> Complete fee study analysis on current park and facility rental fees.	C. Mabry/ E. Lovell	1/31/18		In progress. Meeting with consultant scheduled for 11/14/17.
		<b>1.c.2</b> Identify the amount needed to subsidize City rental facilities, including ongoing maintenance and repairs, based on the existing rental fee structure.	C. Mabry/ E. Lovell	3/31/18		In progress. Contingent upon fee study 1.c.1.
		<b>1.c.3</b> Present findings to City Council.	C. Mabry/ E. Lovell	4/30/18		
	<b>1.d.</b> Update community Memorandum of Understanding (MOU) policies and procedures.	<b>1.d.1</b> Research comparable City policies and define what an MOU community benefit is.	C. Mabry/ E. Lovell	9/30/18		In progress.
		<b>1.d.2</b> Update City MOU policies.	C. Mabry/ E. Lovell	1/31/18		
		<b>1.d.3</b> Identify funding mechanism to subsidize community MOUs.	C. Mabry/ E. Lovell	4/30/18		
	<b>1.e.</b> Engage in efforts to enhance transportation connectivity within and outside the City limits.	<b>1.e.1.</b> Continue collaboration with the San Joaquin Regional Rail Commission and the Tri-Valley-San Joaquin Valley Regional Rail Authority to enhance transportation connectivity from the Central Valley to the Silicon Valley.	E. Lovell	7/1/18		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>2. Promote Public Health, Safety and Community Welfare throughout the Community.</b>	<b>2a.</b> Reduce the number of blighted property conditions.	<b>2.a.1</b> Schedule monthly inspections of recidivist violators.	A. Contreras	Ongoing		
		<b>2.a.2</b> Reduce visual blight with enforcement of illegal signage.	A. Contreras	Ongoing		
		<b>2.a.3</b> Proactively inspect vacant, boarded buildings to ensure compliance with city codes.	A. Contreras	Ongoing		
		<b>2.a.4</b> Deliver general code enforcement education communitywide.	A. Contreras	Ongoing		
		<b>2.a.5.</b> Identify one property for receivership.	A. Contreras	6/30/18		
		<b>2.a.6</b> Increase Code Enforcement staff.	A. Contreras	7/1/17		Three positions approved: One Case Analyst and two Code Enforcement Officers.
	<b>2.b.</b> Address community concerns regarding homelessness.	<b>2.b.1</b> Continue collaboration with service providers to efficiently deliver services to the homeless population through Operation Helping Hand.	A. Contreras/ Neighborhood Resource Officers	Ongoing		
		<b>2.b.2</b> Develop communications campaign to educate the public on how to assist the homeless.	A. Contreras / Neighborhood Resource Officers/ V.Carrera	1/1/18		
		<b>2.b.3</b> Implement enforcement measures regarding criminal activity surrounding homelessness.	A. Contreras / Neighborhood Resource Officers	6/30/18		
	<b>2c.</b> Promote awareness of unsafe living conditions.	<b>2.c.1</b> Develop an educational campaign through Channel 26 and public speaking engagements.	A. Contreras. / V. Carrera	7/1/18		
	<b>2d.</b> Explore opportunities to enhance affordable housing options in Tracy.	<b>2.d.1.</b> Research development and funding opportunities to address affordable housing in Tracy.	A. Malik	7/1/18		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>3.Cultivate Community Engagement through Digital and Traditional Communication means.</b>	<b>3a.</b> Explore opportunities to promote the City's brand through various marketing and communication activities.	<b>3.a.1</b> Establish internal City Marketing and Communications Team.	V. Carrera	4/1/17		Completed 3/2017. Tracy 20/20 Employee and Civic Engagement recommendation.
		<b>3.a.2</b> Update City communication policies.	V. Carrera	1/1/18		In progress.
		<b>3.a.3</b> Develop a comprehensive internal and external City Communication Plan.	V. Carrera	1/1/18		City Council 5 Point Plan goal. Tracy 20/20 Employee and Civic Engagement recommendation. In progress.
		<b>3.a.4</b> Identify opportunities to promote the City's brand through digital and print media, signs and banners, and City points of interest.	V. Carrera	Ongoing		City Council 5 Point Plan goal. Branding includes the use of the City's logo, slogan and telling the City's story through various communication means. In progress.
	<b>3b.</b> Enhance methods of informing and engaging the community on City related projects, programs and events.	<b>3.b.1</b> Partner with Tracy Police Department on "Walk the Beat" and public safety outreach events.	V. Carrera	Ongoing		
		<b>3.b.2</b> Develop communication outreach strategies for large City projects or programs (ex: Corral Hollow Rd Widening).	V. Carrera	11/1/17		In progress.
		<b>3.b.3</b> Continuously push out public information on City social media sites: Facebook, Nextdoor, Twitter, LinkedIn, Instagram.	V. Carrera	Ongoing		City Council 5 Point Plan goal related to communication and digital outreach.
		<b>3.b.4</b> Identify opportunities to advance the City's digital media story telling and outreach.	V. Carrera/ D. Summa	Ongoing		City Council 5 Point Plan goal related to communication and digital outreach.
		<b>3.b.4</b> Explore ways to make the City of Tracy website mobile friendly.	V. Carrera / M. Engen	4/1/18		In progress. Staff will be issuing a Request for Proposal in October 2017 for a new website Content Management System.

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress




Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
4. Engage in Efforts to Enhance Community Aesthetics.	4.a. Develop design goals and development standards, specifically for buildings and landscape, for the I-205 corridor, Northeast Industrial and Industrial Specific Plan areas.	4.a.1 Approve revised Citywide design goals and development standards.	V. Lombardo	5/16/17	On schedule and within Budget	City Council 5 Point Plan Goal. New design goals and development standards adopted on 5/16/17. Staff was directed to develop new residential landscaping standards and present to Council via a public workshop.
	4b. Develop and implement an improvement plan for City landscape areas.	4.b.1 Adopt list of CIPs that will address landscape and park improvements.	D. Scholl	7/1/17	On schedule and within Budget	In progress. A list of key improvement areas has been established. Based off this list, staff is proposing a city-wide landscape improvement CIP in the FY 17/19 budget. City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and Measure V discussion. Additionally, a request for additional staff to perform ongoing projects such as landscape renovations/improvements has been submitted for Council consideration.
		4.b.2 Enhance safety of playground structures at parks identified in the CIP list.	D. Scholl	June, 2019	On schedule and within Budget	In progress. (1) Hoyt Park playground is under construction as of 4/17. Estimated completion - mid-summer, 2017. (2) Larsen Park and 6 LMD park playgrounds in design phase as of 4/17. Construction estimated to begin in 2/18. (3) CIP has been submitted for approval for renovations of playgrounds at Yasui and Alden parks.
		4.b.3 Apply for grants to enhance the City's urban forest.	D. Scholl	June, 2019	On schedule and within Budget	Completed and ongoing. (1) Cal Fire CIRCLE grant for planting of 150 trees completed in 2017. (2) Cal Fire Management Activities for Green House Gas Reduction Grant submitted April 25, 2017. Awaiting notification of award.
		4.b.4 Evaluate fiscal sustainability and structure within Landscape Maintenance Districts (LMD) and develop alternative mechanisms to fund maintenance and improvements.	D. Scholl	June, 2019	On schedule and within Budget	In progress. This is a multi-faceted project includes, but is not limited to: public outreach and education, possible re-engineering of the entire LMD, changes to operational/maintenance functions and services within the LMD, shift toward a CFD model for future developments, staffing enhancements for operations and administration, etc.
4c. Explore opportunities to enhance the appearance of City landmarks or points of interest.	4.c.1 Establish list of possible areas or points of entry that may be improved.	D. Scholl/ R. Armijo	9/1/17	On schedule and within Budget	City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and Measure V discussion.	

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress



ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
	Environment.	<b>4.c.2</b> Propose projects as part of the City's Community Improvement Plan.	R. Bradley	Ongoing		City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and Measure V discussion.
		<b>4.c.3</b> Renovate the 6th Street Water Tower.	R. Armijo	FY 17/19 CIP process.		City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and budget discussion.
		<b>4.c.4</b> Renovate the median strip on 11th Street between Corral Hollow and Lammers Roads.	D. Scholl	12/17/17		In progress. City Council 5 Point Plan goal. Preliminary concept presented to Council on 4/18/17.
		<b>4.c.5</b> Complete the 11th Street Bridge Replacement Project.	R. Armijo	6/1/18		On schedule.
		<b>4.c.6</b> Explore opportunities to enhance the physical and social characteristics of the community by updating the Public Art Master Plan.	W. Wilson	6/30/18		Ongoing. Collaborative project between Staff and the Tracy Arts Commission to significantly update the existing Civic Art Plan (2003).
		<b>4.c.7</b> Continue conversation to brand Downtown Tracy as an Arts District within the Tracy City Center Association and Economic Development Team.	W. Wilson	In-Progress		Ongoing. Correlates with Economic Development Strategic (Priority, Goal 2, Objective 3 in 2017-19 Plan) and Investing in Community and Enhancing City Image in City Council 5 Point Plan.
		<b>5.</b> Improve Current Recreational, Cultural Arts and Entertainment Programming and Services to Reflect Community Interests and Demands.	<b>5.a.</b> Develop recreational, cultural arts and entertainment programs and services that reflect community demographics, evaluation feedback and trends.	<b>5.a.1</b> Use evaluation and public feedback to adjust recreation and cultural arts programs, classes and events.	J. Correll/ V. Pavlakis	6/30/19
<b>5.a.2</b> Solicit recruitment for contract instructors to match programming demands.	J. Correll/ V. Pavlakis			6/30/19		Ongoing - Seasonal Recreation Activity Guide & Arts Education Catalog.
<b>5.a.3</b> Schedule opportunities to promote programs and special events through digital and print media.	J. Correll/ V. Pavlakis			9/1/17		City Council 5 Point Plan goal related to communication and digital outreach.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress



**GOVERNANCE STRATEGY  
FY 17/19 WORK PLAN**

**Purpose: To retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.**




Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>1. Further Develop an Organization that Attracts, Motivates, Develops and Retains a High Quality, Engaged, Informed and High Performing Workforce.</b>	<b>1a. Develop an Organizational Succession Plan.</b>	Hire a consultant to assist with the creation of an organizational Succession Plan.	M. Lichtwardt	5/1/2017		Completed. Tracy 20/20 Professional Development recommendation.
		Meet with various staff to receive input and identify needs.	M. Lichtwardt	8/31/2017		
		Review draft Succession Plan with department heads.	M. Lichtwardt	11/30/2017		
		Begin implementation of Succession Plan.	M. Lichtwardt	1/1/2018		
	<b>1b. Update Five Year Staffing Plan.</b>	Meet with departments to determine and prioritize 5-year staffing needs.	City Manager's Office	1/31/2018		
		Phase staffing needs into budget process as funding is available.	All Departments	3/31/2018 & 3/31/2019		
	<b>1c. Re-implement internal employee development initiatives.</b>	Develop an internal Employee Development Team.	E. Lovell	1/31/2018		Tracy 20/20 Professional Development recommendation.
		Determine Employee Development initiatives to carry forward.	Employee Development Team	4/30/2018		
		Create implementation plan for Employee Development Initiatives.	Employee Development Team	6/30/2018		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		Begin Implementation of Employee Development Initiatives.	Employee Development Team	9/30/2018		
<b>2. Ensure Continued Fiscal Sustainability through Financial and Budgetary Stewardship.</b>	2a. Initiate department-wide review and update of financial policies and procedures.	Review current policies and procedures and compare with City policy and audit recommendations.	M. Garcia	12/31/2017		
		Present findings and recommended actions to Department Heads.	M. Garcia	4/30/2018		
		Implement recommended actions.	M. Garcia	12/31/2018		
	2b. Present quarterly fiscal updates to City Council and semi-annual revenue projections for TIMP and Program Fees.	Present General Fund expense and revenue updates to City Council.	K. Schnaider	Quarterly Feb, May, Sep, Nov		
		Present revenue projections for TIMP and Program Fees.	K. Schnaider	Semi-Annually Jun, Jan		
	2c. Identify new revenue opportunities.	Contract with HDL to monitor property tax.	A. Bell	9/30/2017		
		Conduct a TOT audit.	M. Garcia	6/30/2018		
		Explore new grant opportunities, especially for Public Safety and Park Amenities.	All Departments	Ongoing		
		Explore options for developers to pay their own way using CFDs or other financing mechanisms.	M. Garcia	6/30/2019		
		Conduct fee study and provide recommendations.	A. Bell	12/31/2017		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		Enhance subrogation efforts.	J. Carlos	6/30/2019		
	2d. Identify opportunities to reduce expenditures	Restructure City wide overhead allocation.	T. Hedegard	6/30/2018		
		Conduct department audits to revise organizational staffing structure to create efficiencies.	M. Garcia/ M. Lichtwardt	6/30/2019		
	2e. Identify fiscal sustainability programs	Create a budget policy to show ongoing expenses for new programs and infrastructure.	T. Hedegard	9/30/2017		
		Present policy to City Council for approval.	T. Hedegard	11/30/2017		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
<b>3. Identify Technological Resources to Promote Communication, Enhance City Services, and Promote Organizational Productivity.</b>	<b>3a.</b> Research and implement mechanisms to improve interdepartmental communication.	Establish a SharePoint liaison for each department.	C. Fanto	9/30/2017		Tracy 20/20 Employee and Civic Engagement recommendation.
		Create a SharePoint implementation plan.	C. Fanto	6/30/2018		
		Implement the SharePoint implementation plan.	C. Fanto	6/30/2019		
	<b>3b.</b> Identify and implement methods to improve organizational productivity.	Update the list of Technology Liaisons for each department.	C. Fanto	12/31/2017		
		Use Technology Liaisons to gather data on technology needs within each department along with justification.	C. Fanto	6/30/2018		
		Each Department to prioritize their technology needs list, identifying costs and potential vendors.	C. Fanto	10/31/2018		
		Evaluate the implementation of department technology needs as part of the annual budget process.	C. Fanto	2/28/2019		
	<b>3c.</b> Implement additional Enterprise Resource Planning software modules.	<b>3.c.1</b> Implement HR and Employee Self Service Module.	R. Harmon	12/31/2017		
		Implement Project Accounting Module.	T. Hedegard	12/31/2017		
		Implement Capital Assets Module.	T. Hedegard	12/31/2017		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		<b>3.c.2</b> Implement Community Development Module.	R. Harmon	6/30/2018		
		<b>3.c.3</b> Implement Citizen Self Service and Vendor Self Service Module.	R. Harmon	12/31/2018		
		<b>3.c.4</b> Implement Tyler MUNIS Transparency Module.	R. Harmon	6/30/2019		
		<b>3.c.5</b> Review Incident Management Module and assess ability to replace Government Outreach.	R. Harmon	6/30/2019		
		<b>3.c.6</b> Implement Utility Billing Module.	R. Harmon	6/30/2019		
		<b>3.c.7</b> Implement Work Order Module.	R. Harmon	6/30/2019		
		<b>3.c.8</b> Implement Incident Management Module if deemed able to replace Government Outreach.	R. Harmon	6/30/2019		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress










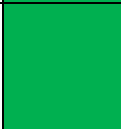


**ECONOMIC DEVELOPMENT STRATEGY**




**FY 17/19 WORK PLAN**

Purpose: Enhance the competitiveness of the City while further developing a strong and diverse economic base.

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
<b>1. Attract Head-of-Household Jobs Reflective of the City's Target Industries and those that Best Match the Skill Sets of the Local Labor Force.</b>	<b>1.a.</b> Focus business attraction efforts on identified target industries and companies that offer Head-of-Household wages.	<b>1.a.1</b> Update a short list of companies based on the redefined Target Industry recommendations resulting from the "Business Attraction of Technology Industry" study being completed by Newmark Grubb Knight & Frank (consultant).	S. Burcham	3/2018		NKF RESULTS TO BE PRESENTED TO COUNCIL 1/16/18
		<b>1.a.2</b> Implement Tracy's "High Wage" incentive program and create a method of tracking Head-of-Household wage jobs generated by new and expanding businesses locating in Tracy.	S. Burcham	3/21/17		City Council 5 Point Plan goal. COMPLETE 3/2017
		<b>1.a.3</b> Implement the Marketing & Outreach Program with a focus on events and promotion opportunities to attract businesses within Tracy's target industry group.	S. Burcham B. Harb V. Carrera	3/2018		City Council 5 Point Plan goal. ENHANCED MARKETING PLAN IN PROGRESS WITH TRIPEPI SMITH
		<b>1.a.4</b> Leverage marketing and outreach opportunities through regional organizations such as the San Joaquin Partnership, San Joaquin County and Team California. Participation may include co-op advertising in the Silicon Valley Business Journal / San Francisco Business Times, outreach through the Industrial Asset Management Council (IAMC) forum, the Society of Office and Industrial Realtors (SIOR) national conference, and Team California's Meet the Consultants Event.	A. Malik S. Burcham	6/2019		Ongoing.
		<b>1.a.5</b> Update Economic Development website to incorporate business testimonials and video footage from the Mayor and local business leaders.	S. Burcham B. Harb V. Carrera	3/2018		ED STAND ALONE WEBSITE UNDER CONSTRUCTION W/GOLDEN SHOVEL
	<b>1.b.</b> Pursue Bay Area companies and industries with growth and expansion potential.	<b>1.b.1</b> Create, promote and implement the strategy resulting from the "Business Attraction of Technology Industry" study.	A. Malik S. Burcham	3/2018		NKF RESULTS TO BE PRESENTED TO COUNCIL 1/16/18
		<b>1.b.2</b> Expand relationships with Bay Area brokers, industry groups and corporate real estate representatives through participation in Bay Area events and monthly visits to bring awareness of the opportunities in Tracy. A minimum goal of 48 Bay Area visits will be achieved during the Strategic Priority FY 17/18 & FY 18/19.	A. Malik S. Burcham	6/2019		Ongoing.
		<b>1.b.3</b> Collaborate with Prologis to develop a concept and opportunities to implement a fiber optic strategy at the International Park of Commerce for the purpose of attracting technology and innovation based industries.	A. Malik S. Burcham R. Armijo	6/2018		IN PROGRESS
		<b>1.b.4</b> Support transportation services that enhance connectivity to the Silicon Valley and Bay Area (i.e. ACE, RTD, BART, etc.).	R. Bradley E. Lovell	6/2019		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
	1.c. Foster existing business relationships to support the overall update and expansion of employment opportunities.	1.c.1 Conduct two (2) outreach visits to Tracy businesses each month to keep a pulse on local business environment.	S. Burcham B. Harb	06/2019		Ongoing
		1.c.2 Utilize the "Executive Pulse" database to record business visitations and to facilitate internal and external resources needed to support local businesses, including: the Grow Tracy Fund, Tracy Incentive Programs, SJC Revolving Loan Fund, Higher Education, Workforce Training, etc.	S. Burcham B. Harb	6/2019		Ongoing. Working with Chmbr on Ind Round Tbl. Contracted w/SJC EDA for BRE Services
		1.c.3 Coordinate with the Tracy Chamber of Commerce to host a series of workshops and events aimed at educating small business owners in areas such as leadership, marketing, financial management, social media, etc. Target goal will be to hold 12 workshops and events for Strategic Priorities FY 17/18 & FY 18/19.	S. Burcham B. Harb	06/2019		Ongoing. Working with Chmbr on Ind Round Tbl.
		1.c.4 Explore opportunities to expand the financing capacity of the Grow Tracy Fund to assist small businesses.	B. Harb	6/2018		
	1.d. Enhance the development process for predictability and transparency.	1.d.1 Update Development Infrastructure Master Plans related to residential and non-residential growth to ensure adequate infrastructure is available to facilitate development.	R. Armijo	7/2018		
		1.d.2 Utilize the Development Review Team (DRT) bi-monthly meetings to address questions from all departments on current applications under review.	V. Lombardo	6/2019		Complete. DRT meetings have been established every two weeks, pending applicant requests. Meetings are conducted every other Monday with all reviewing City Departments invited to attend.
		1.d.3 Expand customer survey methods, such as online, to capture maximum applicant feedback on the development and permitting processes in order to ensure continuous improvement.	B. Dean K. Jorgensen R. Armijo	3/2018		
		1.d.4 Amend Master Professional Services Agreements to streamline internal administrative procedures as a means to more quickly respond to developer requests and initiation of technical studies required for development applications.	B. Dean	10/2019		City Council 5 Point Plan goal. Planning contracts amended 7/19/16 & Engineering contracts amended 9/19/17.
	1.f. Support mixed use housing projects that afford Tracy's workforce the opportunity to live in Tracy.					
	<b>2. Attract Retail, Hotel, and Entertainment Uses that Offer</b>	2.a. Focus recruitment efforts on quality retailers who meet the desires of the community from	2.a.1 Facilitate an annual online community survey in an effort to keep abreast of the community's desires related to dining, shopping, and entertainment experiences.	B. Harb	6/2019	

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress






Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
<b>Residents Quality Dining, Shopping, and Entertainment Experiences.</b>	the hotel, restaurant, shopping, and entertainment industries.	<b>2.a.2</b> Monitor current retail vacancies and proposed new retail areas quarterly and develop a tenant mix for both long and short-term positioning, including a list of "Tier 1 - Stretch Retailers" and "Tier 2 Retailers" based upon the City's community/demographic profile, space available, desired tenants (those identified in 2.a.1.), and competitive supply.	B. Harb Consultant	6/2019		Ongoing. Annually.
		<b>2.a.3</b> Utilize the retail positioning information identified in 2.a.2. and work directly with property owners and managers, real estate brokers, and retailers to recruit them to specific projects through letter writing campaigns, emails, and direct meetings.	B. Harb Consultant	6/2019		Ongoing.
		<b>2.a.4</b> Market the revised Retail Incentive Programs (Res. 17-061) to attract unique retailers to all areas of the City.	S. Burcham B. Harb	6/2019		Ongoing.
	<b>2.b.</b> Increase the entertainment and recreational opportunities and events that draw people into Tracy.	<b>2.b.1</b> Develop and implement a marketing and outreach campaign to attract a regional sports and entertainment opportunities.	B. MacDonald	6/2019		
		<b>2.b.2</b> Continue marketing strategy to attract new hotel developers/operators to enhance amenities not currently offered by existing Tracy hotels.	S. Burcham B. Harb	6/2019		Ongoing
		<b>2.b.3</b> Collaborate with leadership of West Valley Mall to develop a conceptual strategy focused on enhancing opportunities to attract retail entertainment/destination uses that will compliment the Mall, Legacy Fields and the I-205 retail corridor.	A. Malik S. Burcham B. Harb	3/2019		Ongoing
	<b>2.c.</b> Develop partnerships and resources to enhance and expand existing businesses.	<b>2.c.1</b> Secure and administer CDBG funding from FY17-18 and FY18-19 to fund a Downtown Façade Improvement Program. Target marketing efforts to property owners, business owners, and brokers.	S. Burcham B. Harb	6/2019		
		<b>2.c.2</b> Partner with the Tracy Chamber of Commerce, West Valley Mall, and TCCA to develop a Shop Local marketing piece for the holiday season(s).	S. Burcham B. Harb	11/2018		
		<b>2.c.3</b> Support successful development partner/tenant(s) for the City-owned Westside Market building.	B. Harb	6/2018		
	<b>3. Support Higher Education and Vocational Training in the City of Tracy.</b>	<b>3.a.</b> Implement Notre Dame de Namur University Partnership Opportunity Plan.	<b>3.a.1</b> Provide opportunities to market NDNU to local businesses and surrounding communities.	S. Burcham V. Carrera	6/2019	
<b>3.b.</b> Support efforts to develop and implement a communication and outreach strategy to promote the importance and benefits associated with higher education in the community.		<b>3.b.1</b> Hold workshop to define synergy and roles between the Tracy Consortium for Higher Education, NDNU and the City of Tracy to maximize our efforts to secure NDNU in Tracy.	S. Burcham V. Carrera	6/2018		
		<b>3.b.2</b> Facilitate introduction of higher education resources to NDNU including educational collaborative between UOP, CSU-Stanislaus, Delta College, Tracy Unified School District and Jefferson Unified School District.	S. Burcham	12/2017		COMPLETE
<b>3.c.</b> Support and market vocational training resources to		<b>3.c.1</b> Participate as an Economic Development representative on the Workforce Development Board to connect businesses with education, training resources and vocational programs.	S. Burcham	06/2019		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress




ATTACHMENT "D"

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
	enhance the skill set of our local labor market.	<b>3.c.2</b> Identify, market and refer resources and support agencies with vocational training programs such as: San Joaquin Delta College, all Tracy School Districts, San Joaquin County Office of Education and Corporation for Manufacturing Excellence (Manex), to meet the workforce needs of local businesses and those within our target industry list.	S. Burcham	06/2019		
<b>4. Position Tracy as the Preferred Location for Start-up Companies and Entrepreneurial Investment.</b>	4.a. Build a support network for small business, start-up companies and entrepreneurs.	<b>4.a.1</b> Identify resources and best practices to support the needs of local entrepreneurs and start up companies.	A. Malik S. Burcham	6/2019		
		<b>4.a.2</b> Participate in local entrepreneur activities and collaborate with partner agencies (TiE, Tech Sprout, SJ Angels, etc.) to identify, direct and coordinate resources to meet the needs of local entrepreneurs.	A. Malik S. Burcham	6/2019		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

ATTACHMENT "D"

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
		<b>4.a.3</b> Integrate Tracy's Technology & Innovation Based Industry Incentive into the Silicon Valley/Bay Area monthly marketing and outreach efforts as listed in work task 1.b.2 above.	A. Malik S. Burcham	3/2018		NKF RESULTS TO BE PRESENTED TO COUNCIL 1/16/18
	<b>4.b.</b> Enhance opportunities for Silicon Valley and Bay Area start-ups to present local industry with technology based products.	<b>4.b.1</b> Host annual forum to introduce local companies to concepts developed by start-up companies that may enhance their business models. (ex. Food Processing, Construction, Medical Device, Ag Technology, Logistics, etc.)	S. Burcham	9/2018		NKF RESULTS TO BE PRESENTED TO COUNCIL 1/16/18
	<b>4.c.</b> Foster relationships with Silicon Valley, Bay Area industry groups, and business accelerators to identify, access and attract start-up companies.	<b>4.c.1</b> Participate and build a network to leverage the knowledge and resources offered by Silicon Valley industry groups, such as the Bay Area Council, TIE Silicon Valley, California Technology Council, etc.	A. Malik S. Burcham	06/2019		ONGOING
		<b>4.c.1</b> Meet quarterly with Lawrence Livermore Lab representatives of the "Open Campus" concept to leverage opportunities for Tracy to foster the next phase of start-up ventures.	A. Malik S. Burcham	06/2019		ONGOING

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress



# City Council Strategic Priority Update



February 6, 2018

**FY 17-18 & FY 18-19**

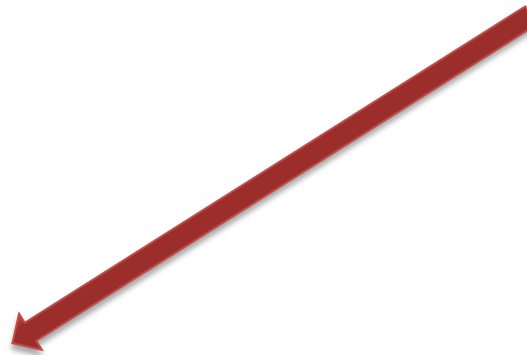
# BACKGROUND



City Council



City Manager



Strategy Teams



Council Approval



# CITY COUNCIL FIVE POINT PLAN

1. Economic Development activities;
2. Enhancing the City's image;
3. Investing in the community and amenities;
4. Enhancing great things Tracy has that other communities do not;
5. Working with Public Safety to enhance community safety.

# FY 2017-2019 STRATEGIC PRIORITIES *OVERVIEW*



**PUBLIC SAFETY**



**QUALITY OF LIFE**



**GOVERNANCE**



**ECONOMIC DEVELOPMENT**



# Strategic Priority: Public Safety

Presented by: Alex Neicu







## PUBLIC SAFETY



**Purpose:** To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education and offering prevention, intervention and suppression services that meet the needs of Tracy residents.

### GOAL 1

**Partner with and Engage the Community to Address Public Safety Concerns.**

#### OBJECTIVES

1. Increase communication with residents regarding crime prevention and fire safety.
2. Establish partnerships with business owners to address and educate on current trends in public safety.
3. Identify and engage commercial property owners regarding crime prevention and fire safety.
4. Enhance community engagement through volunteer opportunities.

### GOAL 2

**Align Fire Operations to Match the Needs of the Community.**

#### OBJECTIVES

1. Develop a proactive response to emergency medical response and County related policies.
2. Bring Fire Prevention under the purview of the Fire Department.
3. Develop an implementation plan consistent with the Tracy Fire Standards of Coverage.

### GOAL 3

**Enhance Citywide Disaster Preparedness.**

#### OBJECTIVES

1. Update existing Citywide emergency safety and evacuation plan and related infrastructure.
2. Develop and implement a community education program to prepare and respond to man-made and natural disasters.

### GOAL 4

**Promote Traffic Safety.**

#### OBJECTIVES

1. Increase public awareness of traffic safety issues specific to Tracy.
2. Implement a data-driven traffic enforcement campaign.



# PUBLIC SAFETY

## Work Plan Highlights:

- △ Community outreach efforts. E.g. academies
- △ Fire Department – operational alignment.
- △ Disaster preparedness training and update of Emergency Operations Center.
- △ Ongoing use of collision and crime analysis to better deploy traffic-focused resources.



# Questions & Answers





# Strategic Priority: Quality of Life

Presented by: Vanessa Carrera





City Council Strategic Priorities  
2017-2019



**QUALITY OF LIFE**

**Purpose:** To provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

**GOAL 1**

Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery.

**OBJECTIVES**

1. Identify amenities in demand based on community feedback.
2. Develop plan to complete existing approved projects, such as: Legacy Fields, Aquatics Center, Senior Center expansion, Tracy Community Center renovation, and Boyd Service Center renovation.
3. Explore cost recovery opportunities to protect and preserve our current amenities.
4. Update community MOU policies and procedures.

**GOAL 2**

Promote Public Health, Safety and Community Welfare throughout the Community.

**OBJECTIVES**

1. Reduce the number of blighted property conditions.
2. Address community concerns regarding homelessness.
3. Promote awareness of unsafe living conditions.

**GOAL 3**

Cultivate Community Engagement through Digital and Traditional Communication Means.

**OBJECTIVES**

1. Explore opportunities to promote the City's brand through various marketing and communication activities.
2. Enhance methods of informing and engaging the community on City related projects, programs and events.

**GOAL 4**

Engage in Efforts to Enhance Community Aesthetics.

**OBJECTIVES**

1. Develop design goals and development standards, specifically for buildings and landscape, for the I-205 corridor, Northeast Industrial and Industrial Specific Plan Areas.
2. Develop and implement an improvement plan for City landscape areas.
3. Explore opportunities to enhance the appearance of City landmarks or points of entry through marketing and the built environment.

**GOAL 5**

Improve current recreational, cultural arts and entertainment programming and services to reflect community interests and demands.

**OBJECTIVES**

1. Develop recreational, cultural arts, and entertainment programs and services that reflect community demographics, evaluation feedback, and trends.

Customer Service

Honesty

Excellence

Respect

Innovation

Stewardship

Hospitality



# QUALITY OF LIFE

## Work Plan Highlights:

- ⚡ Community Center renovation project complete
- ⚡ Senior Center expansion project underway
- ⚡ Legacy Fields Phase 1 in progress
- ⚡ Conceptual design for Aquatics Center approved
- ⚡ Discussions underway for a Multi-Gen Rec Center
- ⚡ Adopted ordinances that target blight
- ⚡ Enhanced digital communication outreach
- ⚡ Landscape and park improvements
- ⚡ Winter/Spring 2018 Arts & Recreation programming



# Questions & Answers





# Strategic Priority: Governance

Presented by: Ed Lovell







City Council Strategic Priorities  
2015-2017

**GOVERNANCE**



**Purpose:** To retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

**GOAL 1**

Further Develop an Organization that Attracts, Motivates, Develops and Retains a High Quality, Engaged, Informed and High Performing Workforce.

OBJECTIVES

1. Develop an organizational Succession plan.
2. Update Five Year Staffing Plan.
3. Re-implement internal employee development initiatives.

**GOAL 2**

Ensure continued Fiscal Sustainability through Financial and Budgetary Stewardship.

OBJECTIVES

1. Initiate department-wide review and update of financial policies and procedures.
2. Present quarterly fiscal updates to City Council and semi-annual revenue projections for TIMP and Program Fees.
3. Identify new revenue opportunities.
4. Identify opportunities to reduce expenditures.
5. Identify fiscal sustainability programs.

**GOAL 3**

Identify Technological Resources to Promote Communication, Enhance City Services, and Promote Organizational Productivity.

OBJECTIVES

1. Research and implement mechanisms to improve interdepartmental communication.
2. Identify and implement methods to improve organizational productivity.
3. Implement additional Enterprise Resource Planning software modules.



# GOVERNANCE

## Work Plan Highlights

- △ Succession plan effort.
- △ Employee development initiatives.
- △ Quarterly fiscal updates.
- △ Identify revenue opportunities.
- △ Identification of technology enhancements.
- △ Implement additional modules of Enterprise Resource Planning software to allow greater efficiency.



# Questions & Answers





# Strategic Priority: Economic Development

Presented by: Shelley Burcham





# City Council Strategic Priorities 2017-2019



## ECONOMIC DEVELOPMENT STRATEGY

**Purpose:** To enhance the competitiveness of the City while further developing a strong and diverse economic base.

### GOAL 1

Attract Head-of-Household Jobs Reflective of the City's Target Industries and those that Best Match the Skill Sets of the Local Labor Force.

#### OBJECTIVES

1. Focus business attraction efforts on identified target industries and companies that offer Head-of-Household wages.
2. Pursue Bay Area companies and industries with growth and expansion potential.
3. Foster existing business relationships to support the overall update and expansion of employment opportunities.
4. Enhance the development process for predictability and transparency.
5. Support mixed use housing projects that afford Tracy's workforce the opportunity to live in Tracy.

### GOAL 2

Attract Retail, Hotel, and Entertainment Uses that Offer Residents Quality Dining, Shopping, and Entertainment Experiences.

#### OBJECTIVES

1. Focus recruitment efforts on quality retailers who meet the desires of the community from the hotel, restaurant, shopping, and entertainment industries.
2. Increase the entertainment, recreational opportunities and events that draw people into Tracy.
3. Develop partnerships and resources to enhance and expand existing businesses.

### GOAL 3

Support Higher Education and Vocational Training in the City of Tracy.

#### OBJECTIVES

1. Implement Notre Dame de Namur University Partnership Opportunity Plan.
2. Support efforts to develop and implement a communication and outreach strategy to promote the importance and benefits associated with higher education in the community.
3. Support and market vocational training resources to new and existing businesses to enhance the skill set of our local labor market.

### GOAL 4

Position Tracy as the Preferred Location for Start-up Companies and Entrepreneurial Investment.

#### OBJECTIVES

1. Build a support network for small business, start-up companies and entrepreneurs.
2. Enhance opportunities for Silicon Valley and Bay Area start-ups to present local industry with technology based products.
3. Foster relationships with Silicon Valley, Bay Area industry groups, and business accelerators to identify, access and attract start-up companies.

Customer Service

Honesty

Excellence

Respect

Innovation

Stewardship

Hospitality

## Work Plan Highlights

- △ “NEW” Economic Development Website & Enhanced Marketing Campaign
- △ Findings & Recommendations from Workforce & Technology Study
- △ Support Transportation Services that enhance connectivity to the Silicon Valley and Bay Area
- △ Enhance broadband capacity for business attraction
- △ Streamlined internal procedures for Master Professional Services Agreements to enhance response time to new development.
- △ Collaborate with West Valley Mall on conceptual strategy that will compliment the Mall, Legacy Fields and the I-205 retail corridor.
- △ Promote higher education opportunities through NDNU.



# Questions & Answers

AGENDA ITEM 8

REQUEST

**INTRODUCE AND WAIVE THE FULL READING OF ORDINANCE 1249, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 10.08 OF THE TRACY MUNICIPAL CODE TO ESTABLISH A COMMUNITY RECREATION SUPPORT SERVICES ZONE AND ZONING ASSESSOR PARCEL NUMBERS 212-170-33 AND 212-170-34 COMMUNITY RECREATION SUPPORT ZONE UPON ANNEXATION TO THE CITY**

EXECUTIVE SUMMARY

Ordinance 1249 was on the January 16, 2018 Council meeting agenda for introduction following a public hearing. However, due to procedural reasons, Ordinance 1249 needs to be introduced again in accordance with state law requirements for adopting ordinances. Staff requests that Council introduce and waive the full reading of Ordinance 1249.

DISCUSSION

Applications have been filed or initiated for annexation and - of lands adjacent to the Tracy City limits, collectively, the "Project." The subject property consists of 9.1 acres in unincorporated San Joaquin County (Assessor's Parcel Numbers 212-170-33 and 212-170-34), plus adjacent Larch Road and I-205 rights-of-way, and is located on the south side of Larch Road, west of Tracy Boulevard and north of Interstate 205. The Project also includes a new Community Recreation Support Services (CRS) Zone which would provide for a focused range of permitted and discretionary commercial services in support of the nearby Legacy Fields uses and for highway commercial support uses. The Project includes a request to annex the Project site to the City of Tracy and prezone the property utilizing the CRS Zone. The subject property is well suited for commercial development because of its close proximity to recreational uses at Legacy Fields and convenient access to I-205 travelers. The Project is consistent with the General Plan Commercial land use designation and applicable Goals and Policies. The Project has been evaluated in accordance with California Environmental Quality Act (CEQA) Guidelines. At a noticed public hearing held on January 16, 2018, City Council considered the proposed Ordinance and adopted a Mitigated Negative Declaration for this Project, in accordance with CEQA Guidelines,

Ordinance 1249 is now before Council for introduction and staff requests that Council introduce and waive the full reading of the ordinance.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council introduce and waive the full reading of Ordinance 1249.



Agenda Item 8  
February 6, 2018  
Page 2

Prepared by: Adrienne Richardson, City Clerk  
Reviewed by: Kul Sharma, Interim Assistant City Manager  
Approved by: Randall Bradley, Interim City Manager

Attachment A – Ordinance 1249

ORDINANCE 1249

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 10.08 OF THE TRACY MUNICIPAL CODE TO ESTABLISH A COMMUNITY RECREATION SUPPORT SERVICES ZONE AND ZONING ASSESSOR PARCEL NUMBERS 212-170-33 AND 212-170-34 COMMUNITY RECREATION SUPPORT ZONE UPON ANNEXATION TO THE CITY

WHEREAS, Applications have been filed or initiated for annexation and rezoning of lands adjacent to the Tracy City limits, collectively, the "Project," and

WHEREAS, The subject property consists of 9.1 acres in unincorporated San Joaquin County, and is located on the south side of Lammers Road, west of Tracy Boulevard and north of Interstate 205, and is a subset of Assessor Parcel Numbers (APN) 212-170-33 and 212-170-34, and

WHEREAS, The Project also includes a new Community Recreation Support Services (CRS) Zone which would provide for a focused range of permitted and discretionary commercial services in support of the nearby Legacy Fields uses and for highway commercial support uses, and

WHEREAS, The Project includes a request to annex the Project site to the City of Tracy and rezoning of the property utilizing the CRS Zone, and

WHEREAS, The subject property is well suited for commercial development because of its close proximity to recreational uses at Legacy Fields and convenient access to I-205 travelers, and

WHEREAS, The Project is consistent with General Plan Commercial land use designation and applicable Goals and Policies, and

WHEREAS, The Project has been evaluated in accordance with California Environmental Quality Act (CEQA) Guidelines, and a Mitigated Negative Declaration is proposed which would reduce any potentially significant environmental impacts to levels of insignificance, and is proposed for approval, and

WHEREAS, The City Council adopted a Mitigated Negative Declaration for this project, in accordance with California Environmental Quality Act Guidelines, on January 16, 2018.

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

SECTION 1: Chapter 10.08 of the Tracy Municipal Code is hereby amended to establish a Community Recreation Support Services (CRS) Zone, attached as Exhibit 1.

SECTION 2: The Alvarez Annexation site, Assessor Parcel Numbers (APN) 212-170-33 and 212-170-34 are hereby zoned Community Recreation Support Zone upon annexation to the City.

SECTION 3: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 4: 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.)

\*\*\*\*\*

The forgoing Ordinance 1249 was introduced at a regular meeting of the Tracy City Council held on the 6th day of February, 2018, and finally adopted on the \_\_\_\_\_ day of February, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

## **Title 10 – Planning and Zoning**

### **Chapter 10.08 – Zoning Regulations**

#### **Article 17.5 –Community Recreation Support Services (CRS)**

- **10.08.xxxx - Purpose (CRS).**

The Community Recreation Support Services (CRS) Zone classification is intended to provide support services for users of nearby community and/or regional recreational and entertainment facilities through provision for a range of focused retail uses, restaurants, traveler’s accommodations, and similar uses and services. The design and layout provisions of the CRS Zone are intended to minimize traffic conflicts through ensuring appropriate shared parking and circulation facilities while accommodating convenient traffic flow and turning movements, including during heavy traffic periods resulting from scheduled recreational events in the area. The uses permitted are also intended to support pedestrian, bicycle and automobile modes of travel, while ensuring compatibility with adjacent and nearby development.

The CRS Zone use and design provisions are intended to direct property development as follows:

- (a) Promote a free traffic flow on major arterial streets;
- (b) Uses in the CRS Zone are primarily for the convenience of and use by nearby recreational facility users and visitors.
- (c) Assure compatibility among the uses along major arterial and collector streets and with existing and future uses in adjacent areas.

- **10.08.xxxx - Permitted uses (CRS).**

(a) Only uses which are included in the following Use Groups shall be permitted without conditional approval in the CRS Zone:

Group 1: Minor public service uses;

Group 4: Temporary buildings and uses;

Group 29: Accessory uses, except for residences;

Group 40: Traveler's accommodations and services, except uses listed as (c-2), Eating and/or drinking establishment that serves alcohol and provides entertainment after 11:00 p.m.; and

Group 42: Retail stores, retail trade establishments, convenience foods or goods, and food stores.

(b) The following freeway-oriented uses shall be permitted in the CRS Zone subject to the granting of a conditional use permit as provided in Sections 10.08.4250 through 10.08.4420 of Article 34 of this chapter:

- (1) Uses which are included in Use Group 2, Local public service and utility installations;
- (2) Use Group 40, Traveler's accommodations, subsection (c-2), Eating and/or drinking establishment that serves alcohol and provides entertainment after 11:00 p.m.;
- (3) Use Group 44 (a), Automobile service stations; building materials and hardware stores, department stores, retail warehouses, and similar larger retail buildings and operations; and
- (4) Use Group 48, Commercial amusement and entertainment establishments.

- **10.08.xxxx - Uses to be conducted within buildings (CRS).**

All uses established within the CRS Zone shall be conducted wholly within a building, except such uses as gasoline service stations and similar enterprises deemed by the Director of Development Services to be customarily conducted in the open.

- **10.08.xxxx – Pedestrian and bicycle circulation (CRS).**

Provisions shall be included in all site plans for pedestrian and bicycle circulation, including access from sidewalks to on-site buildings, and between building groups. Such circulation design features are also intended to connect adjoining properties in the CRS Zone.

- **10.08.xxxx - Building site area (CRS).**

The minimum area zoned CRS shall be two contiguous acres. Individual properties less than two contiguous acres under separate ownership and not separated by public streets, rights-of-way or similar features shall be permitted, provided the combined size of such sites establishes a CRS zone of two or more acres. Such sites shall comply with the provisions of this Chapter regarding uses and development standards. Sites shall have shared access and integrated, internal circulation plans.

- **10.08.xxxx - Lot area (CRS).**

All newly created lots in the CRS Zone shall have a minimum area of 20,000 square feet and shall have a minimum width of 120 feet street frontage.

- **10.08.xxxx - Yard areas (CRS).**

Minimum yards in the CRS Zone shall be as follows:

- (a) Front yards. Every lot within the CRS Zone shall have a front yard of not less than 15 feet; and

(b) Side and rear yards. There shall be no side or rear yard requirements within the CRS Zone, except where adjacent to residential zones within the City, in which case there shall be side and rear yards of not less than ten feet.

- **10.08.xxxx - Height (CRS).**

The maximum height of any building in the CRS Zone shall not exceed 55 feet, except where adjacent to residential zones within the City, in which case the maximum height of any building shall not exceed 40 feet.

- **10.08.xxxx - Floor area (CRS).**

There shall be no floor area requirements in the CRS Zone.

- **10.08.xxxx - Off-street parking (CRS).**

See Article 26 of this chapter. In addition, when two or more uses combine their parking into a single adjoining parking lot with common ingress and egress, they may receive a 25 percent reduction in the required number of spaces. The proposed common parking lot shall be subject to site plan and architectural review at the time of the Development Review.

- **10.08.xxxx - Usable open space (CRS).**

A minimum of ten percent of the site shall be reserved for pedestrian walkways, sitting areas or plazas, landscaping, or other open spaces.

- **10.08.xxxx - Signs (CRS).**

Signs in the CRS Zone shall be in compliance with the provisions of Article 35 of this chapter.

- **10.08.xxxx - Development review and development plan (CRS).**

All buildings, site development, and other improvements shall obtain a development review permit, as required by Article 30 of this chapter prior to being established in the CRS Zone.

A development plan that includes areas (whether vacant or containing nonconforming uses or structures) adjacent to the CRS site being developed shall be submitted and approved as part of the development review process. The development plan shall demonstrate adequate circulation including, where relevant, streets, driveways, shared right-of-way access points and driveways, bicycle paths, pedestrian connections between the buildings and between the building and public sidewalks and parking, and a unified and coordinated arrangement of buildings and service facilities and utilities.

AGENDA ITEM 11.A

REQUEST

**DISCUSS AND APPROVE UPCOMING CITY COUNCIL OUT OF STATE TRAVEL, INCLUDING TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) SAN JOAQUIN ONE VOICE® TRIP AND TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY**

EXECUTIVE SUMMARY

The San Joaquin One Voice® trip, in which representatives from San Joaquin County address topics of regional concern to Federal elected officials and staff in Washington D.C., will be held from April 15 to April 19, 2018. This trip typically includes the SJCOG Board Member and alternate from the City of Tracy. In prior years, members of Council have conducted a separate lobbying trip to Washington D.C. to address the specific needs of the City of Tracy. The purpose of this discussion is to address Council travel to these lobbying events and any other out of state travel during the current fiscal year.

DISCUSSION

In the past, Tracy's representatives on the SJCOG Board have attended the San Joaquin One Voice® trip to Washington, D.C., normally held in April, to join other elected officials from San Joaquin County to discuss issues of regional concern with their Federal representatives. The SJCOG encourages their City Board Members and their alternates to attend the lobbying event. The SJCOG waives the registration fee for the Board member and pays 50% of their lodging and airfare. In the past, the City's expense has averaged approximately \$6,500 for the San Joaquin One Voice® trip for two members, which took into account the credit for one registration and other reimbursements.

In addition to, and in advance of, the San Joaquin One Voice® trip, the City Council chose to travel to Washington D.C separately. This allowed the Council to hold lobbying meetings with Federal officials and staff members to discuss concerns more specific to the City of Tracy. The trips to and from Washington D.C. average three to four days and the expense is approximately \$3,500 per person.

The purpose of this report is to allow Council to discuss Council travel, specifically, attendance of the San Joaquin OneVoice® trip and the earlier lobbying trip, along with any other potential out of state travel that might be of interest to the City Council during the remaining months of the fiscal year.

STRATEGIC PLAN

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

FISCAL IMPACT

The annual appropriation for Council travel is \$28,470. The current balance available for FY 17-18 travel is approximately \$20,000. The City typically sends one or two staff members on each lobbying trip, which is funded within the department's travel budget. There is sufficient funds budgeted for both trips assuming four City Council members are attending the Tracy lobby trip and two City Council members are attending the San Joaquin One Voice® lobbying trip. However, additional travel plans would require a budget amendment.

RECOMMENDATION

Discuss City Council out of state travel, approve the City's Board Member and alternates' attendance for the San Joaquin One Voice® trip to Washington D.C. April 15 to April 19, 2018, approve Council Members' attendance for the City's lobbying trip to Washington D.C. during the week of April 9, 2018, and any other out of state travel during the current fiscal year.

Prepared by: Karin Schnaider, Finance Director  
Adrienne Richardson, City Clerk

Reviewed by: Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager



AGENDA ITEM 11.B

REQUEST

**APPOINT AN APPLICANT TO THE TRACY ARTS COMMISSION FROM THE COMMISSION'S ELIGIBILITY LIST**

EXECUTIVE SUMMARY

There is currently a vacancy on the Tracy Arts Commission. An eligibility list was created during the last Tracy Arts Commission recruitment in November 2017. Council confirmation of the appointment from the eligibility list to the Tracy Arts Commission is requested.

DISCUSSION

There is currently a vacancy on the Tracy Arts Commission. The last time an appointment was made to the Tracy Arts Commission was December 5, 2017. At that time, the subcommittee consisting of Council Member Ransom and Council Member Young nominated two applicants to fill vacancies on the Tracy Arts Commission and recommended two applicants be placed on an eligibility list.

Resolution 2004-152 (Attachment A), established the Council's policy on the "Selections Process for Appointee Bodies." It states that if there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that might occur in the following 12 months. In December 2017, Council confirmed the subcommittee's nomination and the creation of an eligibility list for the Tracy Arts Commission.

At this time, Council can either appoint Maxine Lees from the eligibility list to the Tracy Arts Commission to serve the remainder of an unexpired term commencing on February 7, 2018, and expiring on December 31, 2019, or direct staff to open a new recruitment.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

That Council, by motion, approve the subcommittee's recommendation to appoint Maxine Lees to the Tracy Arts Commission to serve a term, which will commence on February 7, 2018, and expire on December 31, 2019.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

ATTACHMENTS

Attachment A – Resolution 2004-152

## RESOLUTION 2004-152

REVISING RESOLUTION NO. 2004-089 ESTABLISHING THE COUNCIL SELECTION PROCESS, AND DEFINING RESIDENCY REQUIREMENTS, FOR APPOINTEE BODIES (GOVERNMENT CODE §54970 ET SEQ. LOCAL APPOINTEE OFFICERS)

WHEREAS, Council Policy D-5 was adopted by Resolution 2002-434 on October 15, 2002, which established a selection process for appointee bodies, and

WHEREAS, A variety of terms are used to define residency for the purposes of eligibility for appointment to various Appointee bodies and a method to verify residency has not been established, and

WHEREAS, Council wishes to define the terms and identify methods by which to verify residency and to incorporate those definitions into the selection process, and

WHEREAS, The definitions established herein shall apply to all boards and commissions to which the City Council appoints members unless the Bylaws of the board or commission specifically define otherwise, and

WHEREAS, Revisions to Resolution No. 2004-089 were considered and approved by the City Council on May 18, 2004 as set forth below.

NOW, THEREFORE, the Tracy City Council hereby resolves as follows:

## A. SELECTION PROCESS FOR APPOINTEE BODIES:

1. On or before December 31<sup>st</sup> of each year, the clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
  - a. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
  - b. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
  - c. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
2. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final

appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.

3. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
  - a. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
  - b. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 3.
4. The council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:
  - a. Mayor (or designee) and a selected Council member will review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
  - b. If the interview subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.
  - c. At the interview subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
5. In the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended by staff.
6. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

**B. DEFINITION OF RESIDENCY REQUIREMENTS:**

1. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
  - a. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
  - b. City of Tracy means within the city limits of the City of Tracy.

- c. Citizen means a resident of the City of Tracy.
  - d. Tracy School District means the geographical area served by the Tracy Unified School District.
  - e. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
2. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
- a. Voter registration,
  - b. Current California Driver's License or Identification,
  - c. Utility bill information (phone, water, cable, etc.),
  - d. Federal or State tax returns.
3. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.


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The foregoing Resolution 2004-152 was passed and adopted by the Tracy City Council on the 18th day of May, 2004, by the following vote:

AYES: COUNCIL MEMBERS: HUFFMAN, IVES, TOLBERT, TUCKER, BILBREY  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE

  
\_\_\_\_\_  
Mayor

ATTEST:

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