

TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, March 6, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

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

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. Employee of the Month
2. Oral Interpretation Fair Student Winners

1. CONSENT CALENDAR

- A. Approval of October 30, 2017, Special Meeting Minutes, February 20, 2018 Closed Session Minutes, and February 27, 2018 Special Meeting Minutes
- B. Approve Permits for the Consumption of Alcoholic Beverages on City Streets for the Following Special Events: Tracy City Center Association Taps on Tenth on April 7, 2018; City of Tracy Girls' Night Out on April 20, 2018; City of Tracy Downtown Block Parties on May 4, June 1, June 29, July 20, and August 10, 2018; Tracy Chamber of Commerce 4th of July Day in the Park on July 4, 2018; City of Tracy Blues, Brews & BBQ on August 25, 2018; Tracy City Center Association Downtown Tracy Wine Stroll on September 22, 2018; City of Tracy Harvest Festival on October 5, 2018; and City of Tracy Girls's Night Out – Witches and Broomsticks on October 19, 2018
- C. Approve Utility Agreement 73126.01 with Pacific Gas and Electric Company for the Relocation and Modification of their Facilities Within the Limits of the MacArthur Drive Widening and Reconstruction Between Schulte Road and Valpico Road Project - CIP 73126, and Federal Project No. STPL - 5192(033), and Authorize the City Manager to Execute the Agreement
- D. Authorize New Capital Improvement Projects (CIPs) to Update Citywide Roadway and Transportation, Parks, Public Safety, and Public Facilities Master Plans, and Approve Various Appropriations and Transfers to Fund the New CIPs and Authorize the Finance Director to Amend the Budget Book
- E. Approve Real Property Purchase Agreement Between the City of Tracy and Sunset Park Congregation of Jehovah's Witnesses, for the Reconstruction and Widening of MacArthur Drive Between Schulte Road and Valpico Road, CIP 73126, Federal Project No. STPL-5192 (033)
- F. Waive Second Reading and Adopt Ordinance 1250, an Ordinance of the City of Tracy Levying Special Tax Within Community Facilities District No. 2018-1 (Maintenance and Public Services)
- G. Approve Amendments to Professional Services Agreements with West Yost and Associates for Design Support for the Cityside Zone 3 Pump Station Project (CIP 75121) and the Tracy Hills Pump Station Project (CIP 75158)
- H. Adopt a Resolution Amending the City's Conflict of Interest Code for Designated City Officers and Employee Classifications as required by the Political Reform Act
- I. Authorize Amendment of the City's Classification and Compensation Plans, Master Salary Schedule by Approving the Establishment of a New Classification Specification and Salary Range for Parks Planning and Development Manager

- J. Approve Side Letters of Agreement Between the City of Tracy and the Tracy Police Officers Association (TPOA), the Tracy Fire Fighters Association (TFFA), the Tracy Police Management Association (TPMA), and the Tracy Mid-Managers Bargaining Units (TMMBU) to Align the Terms of the Bargaining Agreement With the CalPERS Reporting Requirements
- K. Adopt a Policy for the Distribution of Tickets and Passes to City Officials Pursuant to Fair Political Practices Commission Regulations

2. ITEMS FROM THE AUDIENCE

3. CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION OF NECESSITY AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE REAL PROPERTY FOR THE CONSTRUCTION OF A PUMP STATION AS PART OF THE TRACY RECYCLED WATER PROJECT (CIP 74091) AND AUTHORIZE THE DEPOSIT OF \$30,600 FOR THE FOGGIATO PARCEL WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND

4. RECEIVE REPORT FROM STAFF REGARDING POLICE OFFICER FOOT PATROL IN THE DOWNTOWN AREA

5. APPROVE MAJOR COMMUNITY AMENITY CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED FROM MEASURE V DEBT FINANCING AND AUTHORIZE AMENDING THE CAPITAL IMPROVEMENT PLAN BUDGET TO INCLUDE THE MULTIGENERATIONAL CENTER, AUTHORIZE THE APPROPRIATION OF \$ 6.5 MILLION FROM MEASURE V FUND (107) TO CIP'S 78054 (\$1M), 78164 (\$1.5M), AND 781XX (\$4M) TO COMPLETE THE DESIGN OF THE PROJECTS, AND AUTHORIZE AMENDMENT OF THE CITY'S POSITION CONTROL ROSTER AND THE MEASURE V BUDGET (FUND 107) BY APPROVING THE ADDITION OF ONE PARKS PLANNING AND DEVELOPMENT MANAGER POSITION FOR THE PARKS AND RECREATION DEPARTMENT

6. AWARD A CONSTRUCTION CONTRACT TO GOODLAND LANDSCAPE CONSTRUCTION, INC. OF TRACY CALIFORNIA, FOR CONSTRUCTION OF SPORTS FIELDS WITHIN THE PHASE 1C AREA OF THE LEGACY FIELDS SPORTS COMPLEX – CIP 78163 WITH BASE BID AND ALL ADDITIVE ALTERNATE BIDS AND APPROPRIATE MEASURE V FUNDS IN THE AMOUNT OF \$3,662,058 TO CIP 78163, FIND THAT IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS FOR THE DESIGN OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D APPROVE PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN, INC., FOR DESIGN OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D.

7. ADOPT RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN RANDALL BRADLEY AND THE CITY OF TRACY TO SERVE AS CITY MANAGER

8. ITEMS FROM THE AUDIENCE

9. STAFF ITEMS

10. COUNCIL ITEMS

- A. Appointment of One City Council Member to the Tracy Chamber Governmental Affairs Committee

11. ADJOURNMENT

October 30, 2017, 6:30 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. Mayor Rickman called the meeting to order at 6:30 p.m.
2. Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present.
3. Items from the Audience – There were no speakers.
4. **DISCUSS PROPOSED COMMUNITY AMENITIES AND PROVIDE DIRECTION TO STAFF REGARDING PRIORITY OF PROJECTS THAT SHOULD RECEIVE MEASURE V REVENUES AND POTENTIAL FUNDING STRATEGIES FOR PROPOSED AMENITIES**

Randall Bradley, Interim City Manager provided a brief overview of the item and introduced Karin Schnaider, Finance Director, who presented the staff report.

Mr. Bradley referred to a list of amenities included in the staff report. Mr. Bradley stated staff approached the landowner of a property at Valpico and Corral Hollow Roads who was enthusiastic to work with the City. The landowner went to a designer and produced conceptual drawings of a multigenerational gymnasium. Mr. Bradley added the landowner offered to donate the land. Mr. Bradley showed a presentation with conceptual drawings of a 50,000 square foot Senior Center and 100,000 square foot multigenerational gymnasium.

Karin Schnaider, Finance Director continued with the staff report.

City Council questions and comments followed.

Ms. Schnaider stated staff is seeking direction from City Council on how to use Measure V dollars for the amenities.

Ron Bullock stated he raised two sons in Tracy who played multiple sports for local sports teams as well as travel teams. Mr. Bullock added Tracy does not have real sports facilities or complexes for local youth to practice and host tournaments. Tracy is lacking in stores and restaurants and is labelled as a commuter town. Mr. Bullock expressed support for the multigenerational center.

Mary McGill, President of the Golden Agers stated there are over 40 active members who meet once a month at Lolly Hanson Senior Center. Ms. McGill added the room they use at the Senior Center is cramped and seniors have to stand. Ms. McGill added she would like to see the City build a new Senior Center. Ms. McGill expressed support for the multigenerational center for the seniors to enjoy.

Cindy Gustafson spoke as a representative of many senior groups and organizations, and stated there is a need for a multigenerational center. Ms. Gustafson added if the

developer is willing to assist by donating the land then the City should look in that direction. Ms. Gustafson reminded Council that a bus service would be needed at the location of the multigenerational center.

David Aldis supported a new library for Tracy. Mr. Aldis suggested making the multigenerational center a sports, senior and library center to follow the example of Livermore, who has been successful in combining these amenities. Mr. Aldis added the agenda ranked items the community was interested in and the Library was ranked second. Mr. Aldis expressed his support for the City building a new Library.

Robin Cole agreed that the multigenerational complex would be welcome in Tracy. Ms. Cole stated whoever is donating the land will have a big tax right off and asked about the revenue portions that person will get in the public private partnership. Ms. Cole echoed Council Member Ransom's comment and suggested an in depth study may be needed before all the money is committed to one project to find out how are we going to get money, who will benefit, and what portion will come back to the citizens of Tracy. Ms. Cole stated the City is too committed to developing in the southern area and expanding the sprawl of Tracy rather than improving and building upon the existing infrastructure. Ms. Cole suggested rather than putting all the money in one bucket, look at expanding the Lolly Hansen Senior Center and move the multigenerational center to the north eastern side of town instead of the south western side where there is no transportation. Ms. Cole added there are three big buckets of money using up everything, but there are lots of smaller things that need to be looked at. Ms. Cole supported building on what exists now which keeps the small town feeling.

Erik Andersen stated the skateboard community has done their best to provide the Parks and Community Services Commission and City Council with enough data and evidence as to why an updated skate facility is needed. Pescadero Park has become a home for transients and people who trash the park. The park is in poor condition, has an outdated design and is not as fun to ride as in the past. Mr. Andersen further stated that there are two new skateboard items on the agenda, one is to update Pescadero Park and the other is to build a new facility at Legacy Fields. If there are funds to complete one of these projects but not both, Mr. Andersen highly recommended that the City build a new facility rather than rebuilding. Mr. Andersen further added the City of Oakdale built a brand new skate park and the reception among the skateboard community is very positive. Skaters will travel great distances to ride the many varieties of skate parks, but none of them are stopping in Tracy.

Vecky Elliot stated she is an advocate for the Library and serves on the Library board. Ms. Elliot added the Library has been on the CIP list for few years and keeps getting bumped down for funding. Ms. Elliot expressed concern that the Library was not on the top three tiers. The Library is a reflection of the community and a gathering place. The goal has been to improve the value of what it brings to Tracy. Ms. Elliot requested a commitment from City Council to expand, renovate, add on or maybe rebuild of the Library.

Steve Nicolaou stated he wished the City had money to fund all the amenities. Mr. Nicolaou added that Measure V passed on a 50 percent plus 1 vote and wasn't earmarked for any particular matter so it can go under the General Fund and be used for anything. Mr. Nicolaou further stated he felt it was the intention of voters to be used for amenities and operational costs. Mr. Nicolaou recommended that City Council consider,

by resolution, enacting that all Measure V funds are to be set aside to be used for construction of amenities and operation of the same and not to be used on pensions and negotiations. Mr. Nicolaou recommended putting the money in a lock box and if it is needed to be used for any other purpose than construction amenities and operation of amenities such as a catastrophe, the lock can only be broken on a 4/5th vote.

Tiffany Heben spoke about the Library and stated it is a difficult issue because the City owns the facility but the County provides the staffing. Ms. Heben added the Library was built in 1961 and enlarged and remodeled in 1987, when Tracy's population was approximately 30,000. The Library is 17,000 square feet. Since that time the City has grown to approximately 90,000 in population and the American Planning Association recommends a Library the size of 54,000 square feet for a 90,000 population. Ms. Heben added Livermore has a Library that is 56,000 square feet plus two branch libraries. Ms. Heben stated the Library is as much a priority for the City as the other facilities. Ms. Heben requested City Council consider a new Library. Ms. Heben referred to the \$3.5 million funding recommendations for Gretchen Talley Park and stated she did not feel that was a high priority compared to other things.

Karen Moore agreed with Council Member Ransom's comments and felt that the \$80 million was thrown out there but there were no statistics. Ms. Moore stated she has seen different communities in the USA and parts of the world and how they handle their budgets and she picked to come to Tracy. Ms. Moore added during the downward spiral the company she worked for transferred her to Ohio where there are things being done that do not include the taxpayers and that would be the YMCA. Ms. Moore described the YMCA and its amenities and added teens work there in summer, people pay for it as they use it, there are pools and they do things for holidays. Ms. Moore stated she did not want her taxes paying for people to have fun, and she would like more data and less pictures.

Claire Wood thanked City Council for moving forward on the aquatics center. Ms. Wood stated there is a lot to be proud of in Tracy and that is one more thing to be proud of.

Sharanjit Dhillon stated he supported the multigenerational center. Mr. Dhillon added he has been in Tracy for 19 years and has seen the City expand but there are no opportunities for kids. Mr. Dhillon added if we can do things step by step it will be a great opportunity for the kids and the City should take the opportunity if someone is giving you a gift.

Yvonne Eder asked if the tier page that was shown in the presentation is available in hard copy for the public and is that budget information and graphs are available for the public to review. Ms. Eder also asked how the survey was done and how was it weighted. Ms. Eder stated if it was weighted as a one person one answer survey then the Library should have definitely been in one of the tiers. Ms. Eder added there is a great need at the Library and any good City is known by the quality of its Library. Ms. Eder commented that she came from Albuquerque, New Mexico and it grew the same way Tracy is growing now. Ms. Eder further stated that if it was not for the planning and paying attention to facilities for kids and Libraries, which also serve the kids, then growth would not have not been as well received. The same can be done in Tracy as the City has everything it takes to do that.

Karen Schnaider responded to the Ms. Eder's questions regarding the tier page and graph.

Vanessa Carrera, Public Information Officer responded to the survey question stated the survey was an open community survey but someone could have taken survey multiple times and selected that particular amenity multiple times.

Yvonne Eder asked why the Library wasn't listed as a top amenity in tiers 1, 2 or 3.

Ms. Schnaider responded the Library is not listed because it is part of the development impact fees. City facilities are covered by development impact fees.

Deborah Allen appreciated the presentation by the Interim City Manager. Ms. Allen stated she moved to Tracy from the Bay Area and raised her daughter because Tracy is family orientated, so the multigenerational complex would be advantageous. Ms. Allen expressed concern about the location of the multigenerational complex and the safety and traffic issues at Valpico.

Nicole Gardner stated Tracy is a commuting town and her son plays for the Spartan basketball team and every weekend they travel to other cities. Ms. Gardner further stated she is paying lots of money to eat, pay entrance into gymnasiums and travel out of Tracy. If the City could get other cities to come to Tracy it would bring in revenue for the City. Ms. Gardener added she commutes all week, spends all weekend out of Tracy, and has to run around for practices and fight teams for gym time. Ms. Gardener requested support for the multigenerational center.

Anita Ridolfi stated she works out at the Lolly Hanson every morning. Ms. Ridolfi added they max out at 54 and have to turn people away. Ms. Ridolfi added when the committee talked about expanding the Senior Center they had two plans, one to expand the workout room and the other to expand the crafting room. Ms. Ridolfi further stated it is badly needed in both areas but was told they can only do one of those projects because they can't get as much funding. Ms. Ridolfi expressed support for both the work out room and the crafting area. Ms. Ridolfi stated they cannot wait for the multigenerational complex and the seniors are the ones that put out money for Measure V and should benefit and enjoy it now. Nothing has been done to the Lolly Hanson Senior Center in 30 years.

Allison Quineros stated she loved the idea of the multigenerational complex but feels the City needs to complete what it has already started. Ms. Quineros added she has heard promising things about Legacy Fields and had imagined other towns coming to play tournaments there. Ms. Quineros stated Legacy Fields is half done and an eye sore. There are no places to sit, it's dusty and windy, and there are no trees or permanent concession stands. Ms. Quineros hopes the City finishes what has been started with that being the example. Ms. Quineros further stated that updating the Library is important and would impact the most people. The Library needs a face lift, the building is old and uninviting, the internet connection is terrible and the technology is extremely outdated. Ms. Quineros added that Libraries are supposed to be a City's hub where people regardless of age can get access to knowledge and books. Ms. Quineros asked other moms groups about what they wanted to see and got the following responses: a Library upgrade or satellite Library, self-sustaining projects so that another Measure V is needed, parks and nature trails, YMCA, and discount rates for facilities usage for

educational groups. Ms. Quineros hoped the City takes care of hanging fruit and things we can be successful in and not start and never finish things.

Jeremy Strauss stated he has been a bike rider since 1983 and his kids now have dreams of bringing home an Olympic gold medal. Mr. Strauss requested bike parks in Tracy. Mr. Strauss added they are traveling out of town to bike and spending their money elsewhere whereas Tracy is in a perfect position to bring in a lot of bike riders from other areas because the closest bike park is hours away.

Seva spoke on behalf of many of the sports team, youth and the community, and thanked the Interim City Manager for expediting the multigenerational facility and Senior Center/Sports Center proposal. Seva stated her son has been playing sports and they currently travel out of town to practice. Seva applauded Mr. Bradley for bringing the proposal up within the 30 days of being in office. Seva requested support from City Council for the project as it will provide a home to youth and seniors, and hopes to see it done as soon as possible in phases.

Keri Dowell, representing Tracy Little League stated they had a terrific year and brought teams to Tracy from many other cities and the feedback was positive. Ms. Dowell stated the kids have a fabulous place to play and she was able to beat out towns bidding for some tournaments. Three different tournaments were put on this year which brought people to Tracy. Tracy Little League has an escrow account for future improvements that no one can touch as it is part an agreement. The first goal is a concession stand. Two years ago a team from Danville were ready to play and they walked away because of the conditions of the field at Tracy Ballpark. This year they didn't walk away. Ms. Dowell stated Tracy Ballpark needs to be updated. It is a premier field because of lights and has a 90 foot diamond field but needs more work. Ms. Dowell stated the multigenerational plans are great but she would like to see some money go to Tracy Ball Park. Ms. Dowell stated she has been approached by Anaheim to bring a junior event which needs two 90 foot diamond fields but there is only one.

John Contreras stated he is an advocate for the dog park and is concerned about grading for the dog park as in the winter time it looks like a pool. Mr. Contreras was also concerned about safety and latching on big dog park. Mr. Contreras requested changing the latch, LED lighting and camera for monitoring. Mr. Contreras also requested the lights be kept on later to enjoy the park in the evening in summertime when it is not so hot.

Marsha McCray stated each time the Aquatic Center comes before Council, Tracy gets closer to seeing what was once a dream become a reality. During a public hearing in August the City Council gave direction to staff to find money to complete the Aquatic Center. Ms. McCray stated tonight there is the opportunity to prioritize the Aquatic Center. As a recreational and social gathering place in Tracy, the Aquatic Center can provide employment for our teams and services to all residents of our community from toddlers to seniors all in one location. Ms. McCray realized the City has many worthy projects and commended advocates of those who spoke tonight about their projects. Ms. McCray stated one reason she voted for Measure V was the need for funds in order to make that happen. Ms. McCray stated it is about time to get the Aquatic Center for not only swimmers, but for everyone to have some fun on that lazy river.

Roger Birdsall stated a year and a half ago he had asked for Measure V to be put on ballot so the City could have amenities. Mr. Birdsall added his concern is that the money is used for amenities and not for pensions, raises and other things that should be covered in an operating budget. Part of Measure V money should be put aside for staffing. Mr. Birdsall further stated that if the City is going to build an Aquatic Center in the first five years the projects should be put in your regular operating budget and should not rely on Measure V.

George Riddle stated Half Moon Bay just finished a full blown drill with evacuations, conducted triage, involved ambulance, fire, Police and communications in light of the fire and earthquakes. Mr. Riddle stated the runway and Airport were invaluable for staging water and food coming in as well as evacuation of people especially folks who were badly hurt. Mr. Riddle added the Airport is an important place for a City to have. Mr. Riddle commented that the Airport has been in disrepair for some time and one issue is sanitation and restrooms. The restrooms consist of three porta potties that are not up to current code and sanitary on the south side of the Airport does not exist. The FBO building was put in place in World War II but it has electrical problems and is falling down. The doors on the main hangar had to be propped up to close properly. Mr. Riddle stated it was time to address a new FBO and administration building. The Pilot lounge is approximately 12 feet x10 feet.

Mark Miller as a spokesman for Tracy Nature Park Advocates stated the group is pleased with the support and responsiveness from City Council especially Mayor Pro Tem Vargas, who is the liaison and the whole City Council in terms of recognizing the best bang for your buck for development costs and operational costs. Mr. Miller added City Council and staff has been pragmatic with money that has been book marked for planning and cost of implementation. Mr. Miller further added one thing that has been heard from City Council is that Council would like to see Tracy Nature Park Advocates take an active role to bring nature park plans to Council for discussion and approval. Mr. Miller expressed that the group is in this for the duration and hope to work closely with the Parks and Community Services Commission and staff to bring back a package to City Council for discussion and action.

Richard English stated he would like to see a Library on the south side and also finish the projects the City has already started. Mr. English added there is nowhere to sit or go to the bathroom at Legacy Fields. Mr. English further stated he would like to see improvements at the Airport as that is going to be one of the projects that will give the City a return. People will fly in and spend money here.

Justine Web asked for clarification that what she had heard about the multigenerational facility was that the landowner was donating the land and then they were going to help with building it and then resell it back to the city.

Richard Ortenheim stated he runs the Airport and thanked City Council for doing a great job. Mr. Ortenheim gave an update on what is going on at the Airport and indicated he has started bringing in students from different countries, which means people will spend money in Tracy and increase the City's revenue by over a million dollars in the first year. Mr. Ortenheim stated there is a need for buildings for corporate jets. Mr. Ortenheim added he has had to say no to a lot of students because he is full and has sent them to southern California to another facility. Mr. Ortenheim stated he would like to see City Council use Measure V funds to make income for the City.

Kathy Birdsall stated she has grandchildren who play sports and pay a lot of money for summer league, travel ball, and tournaments but play in different cities. Ms. Birdsall added if Tracy had the facilities there would be a lot of money generated from softball. Every time there is a tournament a lot of money goes to the City who is hosting the tournament. Ms. Birdsall further stated there have been no tournaments in Tracy for softball because there are not enough fields. Ms. Birdsall questioned what the cost would be to attend multigenerational facility.

Teresa Soto expressed excitement about the proposed amenities. Ms. Soto stated she has lived in Tracy for 14 years and spends 95% of time outside of Tracy spending their money in other cities. Ms. Soto stated she would like to spend money in Tracy and support City Council and local businesses. Ms. Soto agreed with finishing Legacy Fields and the Aquatic Center and finishing what the City has started. Ms. Soto asked why the City is not investing in the Airport which brings money and people to Tracy.

Diana Milligan requested that a Senior Center not be built on the south side of town because the seniors will be left in the hot sun in the summer waiting for the bus to come. Ms. Milligan added in the City she grew up in by the time the population has 65,000 people we had 3 libraries with

Mayor Rickman called for a recess at 8:24 p.m.

Mayor Rickman reconvened the meeting at 8:34 p.m.

Alice English stated she was happy to see that the Lolly Hansen Senior Center is moving forward. Ms. English stated sports which will bring money into Tracy. Ms. English echoed Mr. Birdsall's comments. Ms. English further stated the Airport has been way overdue and also the Library. The Aquatic Center has been talked about for at least 15 years. That is something staff has worked on really hard. Ellis development has been working close with staff. There are two hotels being built here that will generate money when people visit the ball parks and soccer fields. Ms. English supported the completion of Legacy Fields, Senior Center, bringing the Airport forward and the Aquatic Center and also everyone benefits from the Library.

Eloy Baca stated he had attended a City Council meeting back in 2004 and the Aquatic Center was being talked about then. Mr. Baca hoped the Aquatic Center gets done. Mr. Baca added he came over the 11th Street overpass and envisioned a big sign like Modesto has that says City of Tracy.

City Council questions and discussion ensued.

It was City Council's consensus to approve the following funding: 50% debt, 25% to do pay-as-you-go funding and 25% for operations; however, with the flexibility of increasing debt size

It was City Council's consensus to keep Tier 1 as recommended by staff; however, taking a looking closer at Legacy Fields and determining if some things are better phased in. and also add Tracy Ball Park Phase 1 (not all of Tracy Ballpark) and Library (expansion) to Tier 1

Mr. Bradley confirmed what he also heard from Council is that staff will bring back to City Council a further defined potential relationship with the landowner and the developer. Mr. Bradley stated staff will continue to pursue that partnership. The Landowner, Mr. Sandhu has offered the gift of the property and to help the City build it and is very interested in moving the project forward. Mr. Bradley added Mr. Sandhu thinks he can do it under a private builder rather than going through the City.

Council Member Ransom requested staff to bring back information on plans regarding the facilities that are not recommended to be upgraded, so Council can understand how this is going to look throughout the City. Council Member Ransom added she did not want the old ones to become blighted.

Mayor Rickman requested staff inform City Council about what is being done to eliminate any problems we may have in Pescadero Park.

Mayor Pro Tem Vargas thanked the Interim City Manager for his accomplishments over the past 30 days and also thanked staff for the report.

Council Member Young also thanked staff for work on the item.

5. Adjournment – Time: 10:37 p.m.

ACTION: Motion made by Council Member Ransom and seconded by Mayor Pro Tem Vargas to adjourn. Roll call vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on October 25, 2017. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 20, 2018, 5:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:45 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Dement, Young, and Mayor Rickman present. Mayor Pro Tem Vargas arrived at 5:46 p.m. Council Member Ransom arrived at 5:51 p.m.
3. ITEMS FROM THE AUDIENCE –There were no speakers.
4. CLOSED SESSION

Personnel Matter (Gov. Code § 54957)

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

Title: City Manager

Personnel Matter (Gov. Code § 54957)

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

Title: City Attorney

Real Property Negotiations (Gov. Code § 54956.8)

Property Location: Approximately .62 acres at 25690 S. Lammers Road, Tracy CA, consisting of a portion of APN: 240-680-01)

Negotiators for the City: Kul Sharma, Interim Assistant City Manager
Associated Right of Way Services, Inc.

Negotiating Parties: Peter Foggiato and Roberta Foggiato and the Joseph Moreno and Teresa Moreno Revocable Trust

Under Negotiation: Price and terms of payment for the purchase of the property.

Real Property Negotiations (Gov. Code § 54956.8)

Property Location: 32 W. 11th Street, Tracy, CA (APN: 235-171-06)

Negotiators for the City: Andrew Malik, Development Services Director

Shelley Burcham, Economic Development Manager
Barbara Harb, Economic Development
Management Analyst

Negotiating Parties: Reza Kazemi, Carnahan Construction

Under Negotiation: Authority to negotiate price and terms of payment for the sale, exchange or lease of the property.

- 5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Council Member Dement and seconded by Council Member Young to recess the meeting to closed session at 5:46 p.m. Roll call vote found Council Members Dement, Young, and Mayor Rickman in favor; passed and so ordered. Council Member Ransom and Mayor Pro Tem Vargas absent.
- 6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 6:59 p.m.
- 7. REPORT OF FINAL ACTION – There was no report of final action.
- 8. ADJOURNMENT – Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas 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 7:00 p.m.

The agenda was posted at City Hall on February 15, 2018. The above are action minutes.

Mayor

ATTEST:

City Clerk

February 27, 2018, 5:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

1. Mayor Rickman called the meeting to order at 5:00 p.m.
2. Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman were present.
3. Items from the Audience – Robert Tanner informed Council that the application form for renewal of Bingo did not reflect the updated fee that was adopted by City Council. Mr. Tanner was concerned that other City of Tracy application forms may not be updated and suggested reviewing all forms to make sure the fees are correct so the City does not lose revenue.

DEVIATION TO ITEM 5

5. CONDUCT A WORKSHOP TO RECEIVE A PRESENTATION AND REPORT BY BICKMAN ABOUT OTHER POST EMPLOYMENT BENEFITS (OPEB) AND THE CITY'S RETIREE ACCRUED SICK LIABILITY

Karin Schnaider, Finance Director presented the staff report.

City Council questions and comments followed.

Linda Jimenez stated she was invested in the CalPERS system through her employment with the State of California Superior Court. Ms. Jimenez added that with retirement through the CSU and through CalPERS the initial investiture was grandfathered in. Ms. Jimenez referred to Memorandum of Understanding's (MOU) and asked if staff was referring to negotiation contracts with the employees. MOUs would have a start and end date so subsequently when contracts renew they can negotiate a different percentage. Ms. Jimenez added that after a certain year, the contract for those individuals that came after her was completely different. They did not have the same health benefits. Ms. Jimenez asked if a different health plan could be offered to new employees which may have cost savings for the City. Ms. Jimenez also asked if the figures are able to be projected in the 10 year plan. Ms. Jimenez wanted to see the worse scenario in that 10 year plan so the City doesn't fall short.

It was City Council consensus to accept the presentation and report by Bickman about other Post Employment Benefits (OPEB) and the City's retiree accrued sick liability.

4. CONDUCT A WORKSHOP TO RECEIVE A PRESENTATION ON THE TEN-YEAR FORECAST DEVELOPED BY BARTEL ASSOCIATES FOR CALPERS PENSION LIABILITIES

Karin Schnaider, Finance Director gave an overview of the staff report and introduced Doug Pryor, Vice President of Bartel Associates, LLC, CalPERS experts. Mr. Pryor provided a powerpoint presentation titled City of Tracy Miscellaneous and Safety Plans – CalPERS Actuarial Issues – 6/30/16 Valuation Preliminary Results

City Council questions and comments followed.

Mayor Pro Tem Vargas requested staff to bring back a chart showing historical cost savings when a position is unfilled, to better project the City's future.

Robert Tanner reminded City Council that while it is not stated in Measure V, money from Measure V funds are to be used for amenities and not diverted to the 115 Trust.

Linda Jimenez stated the words conservative investments were used and asked if Council decides where the funds are invested and is the Finance Director going to present these options. Ms. Jimenez added she would like to have a mix of investments. Ms. Jimenez also asked who makes up the Investment Committee.

Staff to bring back a policy in six for consideration of prefunding the Medical Leave Bank and CalPERs pension benefits.

It was City Council consensus to accept the presentation on the ten-year forecast developed by Bartel Associates for CalPERS pension liabilities.

6. Adjournment: Time: 6:22 p.m.

ACTION Motion was made by Council Member Young, 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 February 23, 2018. The above are action minutes. A recording is available at the Office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

APPROVE PERMITS FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY STREETS FOR THE FOLLOWING SPECIAL EVENTS: TRACY CITY CENTER ASSOCIATION TAPS ON TENTH ON APRIL 7, 2018; CITY OF TRACY GIRLS' NIGHT OUT ON APRIL 20, 2018; CITY OF TRACY DOWNTOWN BLOCK PARTIES ON MAY 4, JUNE 1, JUNE 29, JULY 20, AND AUGUST 10, 2018; TRACY CHAMBER OF COMMERCE 4TH OF JULY DAY IN THE PARK ON JULY 4, 2018; CITY OF TRACY BLUES, BREWS & BBQ ON AUGUST 25, 2018; TRACY CITY CENTER ASSOCIATION DOWNTOWN TRACY WINE STROLL ON SEPTEMBER 22, 2018; CITY OF TRACY HARVEST FESTIVAL ON OCTOBER 5, 2018; AND CITY OF TRACY GIRLS' NIGHT OUT – WITCHES AND BROOMSTICKS ON OCTOBER 19, 2018

EXECUTIVE SUMMARY

The Tracy Municipal Code allows the City Council, by resolution, to issue a permit allowing the consumption of alcoholic beverages on public streets at an organized event of community-wide interest. The Parks & Recreation Department is requesting Council approval of requests for permits allowing alcoholic beverages on public streets in conjunction with community events.

DISCUSSION

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

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

For many years, the City of Tracy has successfully coordinated special community events that have community-wide interest with various local non-profit organizations, including the Tracy Chamber of Commerce and Tracy City Center Association (TCCA). Many of these events have received City approval for the consumption of alcoholic beverages within the boundary of the events, with most of the approved events taking place within the TCCA District boundaries.

At the present time, the Parks & Recreation Department is coordinating several requests for permits to allow alcoholic beverages to be served as a component of the following community events: 4th of July Day in the Park hosted by the Tracy Chamber of Commerce; Taps on Tenth and Downtown Tracy Wine Stroll hosted by TCCA; and two Girls' Night Out events, one Blues, Brews & BBQ event, one Harvest Festival, and a series of five Downtown Block Parties hosted by the City of Tracy.

Taps on Tenth: TCCA has requested a permit to serve alcoholic beverages at its event on Saturday, April 7, 2018, from 4:00 p.m. to 8:00 p.m. on 10th Street between Central Avenue and A Street and on B Street between Grunauer and Gillett Alleys.

Girls' Night Out: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Friday, April 20, 2018, from 6:00 p.m. to 10:00 p.m. on 7th Street between Central Avenue and the Old City Jail.

Downtown Block Parties: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's five (5) block party events on Fridays, May 4, June 1, June 29, July 20, and August 10, 2018, from 6:00 p.m. to 9:00 p.m. on east- and west-bound 6th Street and the Downtown Plaza.

4th of July Day in the Park: The Tracy Chamber of Commerce has requested a permit to serve alcoholic beverages at its event on Wednesday, July 4, 2018, from 10:00 a.m. to 6:00 p.m., at Lincoln Park located on Eaton Avenue between Holly Drive and East Street.

Blues, Brews and BBQ Event: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Saturday, August 25, 2018, from 12:00 p.m. to 6:00 p.m. on east- and west-bound 6th Street and the Downtown Plaza.

Downtown Tracy Wine Stroll: TCCA has requested a permit to serve alcoholic beverages at its event on Saturday, September 22, 2018, from 6:00 p.m. to 9:00 p.m., on Central Avenue from 11th Street to 6th Street, on 10th Street from A Street to Central Avenue, and on B Street from Gillett Alley to Grunauer Alley.

Harvest Festival: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Friday, October 5, 2018, from 5:00 p.m. to 9:00 p.m. on east- and west-bound 6th Street and in the Downtown Plaza.

Girls' Night Out – Witches and Broomsticks: TCCA has requested a permit to serve alcoholic beverages at the City of Tracy's event on Friday, October 19, 2018, from 6:00 p.m. to 10:00 p.m. on east- and west-bound 6th Street and in the Downtown Plaza.

STRATEGIC PLAN

This agenda item supports the Council's Quality of Life Strategic Priority to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community, and specifically implements the following goal:

Goal 2: Improve current recreational, cultural arts and entertainment programming and services to reflect community interests and demands.

FISCAL IMPACT

There is no fiscal impact to issue these permits. ABC license fees shall be paid by the event hosts; costs for City of Tracy events are included in each City event budget.

RECOMMENDATION

That the City Council approve permits for the consumption of alcoholic beverages on City streets for the following special events: Tracy City Center Association Taps on Tenth on April 7, 2018; City of Tracy Girls' Night Out on April 20, 2018; City of Tracy Downtown Block Parties on May 4, June 1, June 29, July 20, and August 10, 2018; Tracy Chamber of Commerce 4th of July Day in the Park on July 4, 2018; City of Tracy Blues, Brews & BBQ on August 25, 2018; Tracy City Center Association Downtown Tracy Wine Stroll on September 22, 2018; City of Tracy Harvest Festival on October 5, 2018; and City of Tracy Girls' Night Out-Witches and Broomsticks on October 19, 2018.

Prepared by: Christine Mabry, Management Analyst I

Reviewed by: Jolene Jauregui-Correll, Recreation Services Supervisor
Ed Lovell, Management Analyst II
Kim Scarlata, Division Manager II
Brian MacDonald, Parks & Recreation Director
Kuldeep Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

RESOLUTION _____

APPROVING PERMITS FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY STREETS FOR THE FOLLOWING SPECIAL EVENTS: TRACY CITY CENTER ASSOCIATION TAPS ON TENTH ON APRIL 7, 2018; CITY OF TRACY GIRLS' NIGHT OUT ON APRIL 20, 2018; CITY OF TRACY DOWNTOWN BLOCK PARTIES ON MAY 4, JUNE 1, JUNE 29, JULY 20, AND AUGUST 10, 2018; TRACY CHAMBER OF COMMERCE 4TH OF JULY DAY IN THE PARK ON JULY 4, 2018; CITY OF TRACY BLUES, BREWS & BBQ ON AUGUST 25, 2018; TRACY CITY CENTER ASSOCIATION DOWNTOWN TRACY WINE STROLL ON SEPTEMBER 22, 2018; CITY OF TRACY HARVEST FESTIVAL ON OCTOBER 5, 2018; AND CITY OF TRACY GIRLS' NIGHT OUT – WITCHES AND BROOMSTICKS ON OCTOBER 19, 2018

WHEREAS, The Tracy City Center Association (TCCA) has requested permits to conduct special events in the City of Tracy on April 7 and September 22, 2018, that require approval of City Council to permit the consumption of alcoholic beverages in public places, and

WHEREAS, The City of Tracy has requested permits to conduct special events in the City of Tracy on April 20, May 4, June 1, June 29, July 20, August 10, August 25, October 5 and October 19, 2018, that require approval of City Council to permit the consumption of alcoholic beverages in public places, and

WHEREAS, The Tracy Chamber of Commerce has requested a permit to conduct a special event in the City of Tracy on July 4, 2018, that requires approval of City Council to permit the consumption of alcoholic beverages in public places, and

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

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

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

APPROVE UTILITY AGREEMENT 73126.01 WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE RELOCATION AND MODIFICATION OF THEIR FACILITIES WITHIN THE LIMITS OF THE MACARTHUR DRIVE WIDENING AND RECONSTRUCTION BETWEEN SCHULTE ROAD AND VALPICO ROAD PROJECT - CIP 73126, AND FEDERAL PROJECT NO. STPL - 5192(033), AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Road widening projects frequently require the undergrounding of overhead utilities. This agenda item seeks approval for an agreement with Pacific Gas and Electric Company (PG&E) regarding the relocation of overhead electrical lines along the west side of MacArthur Drive for the widening and reconstruction of MacArthur Drive between Schulte Road and Valpico Road, and cost-sharing for said relocation. Staff further requests that City Council authorize the City Manager to execute the Agreement.

DISCUSSION

City staff is finalizing the design of widening of MacArthur Drive. The reconstruction and widening of the MacArthur Drive from two travel lanes to four travel lanes also includes the construction of the curb, gutter, sidewalk and median island. Since the proposed road will be constructed outside of the City's existing right of way, it is necessary to relocate existing PG&E overhead electric lines.

Due to the utility company requirements, the cost of relocating the PG&E facilities must be paid by the local agency. PG&E notes that this relocation is due to the acquisition of new right of way into an existing PG&E utility easement. In accordance with the Franchise Act of 1937, utility companies must relocate their facilities in City right of way for City capital improvement projects if their utilities are in conflict with City improvements. Therefore, City staff negotiated with PG&E and arrived at a cost sharing arrangement. The cost of the electric facility will be paid by the local agency and PG&E at the rate of 23.53% and 76.47% respectively (total approximate costs \$2,643,690 / City share \$622,060.26).

Staff requests that City Council authorize the City Manager to execute Utility Agreement 73126.01 with PG&E so that overhead utilities in this project can be undergrounded. Per this agreement, PG&E is required to relocate their facilities ahead of the start of construction. It is necessary to enter into an agreement with PG&E for the reimbursement of their costs related to the relocation of their facilities.

STRATEGIC PLAN

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

FISCAL IMPACT

The cost of relocating the above facilities will be paid from the total cost of the road widening (CIP 73126). The City's fair share of construction total cost for the relocation of PG&E electric line (facilities), in accordance with the proposed agreements is as follows:

<u>Facilities Relocation</u>	<u>City's Share</u>
PG&E (electric)	\$ 622,060.26

PG&E will relocate their facilities ahead of the project construction schedule, the City's cost for relocation of facilities will be due prior to the start of construction. The City's share for relocating PG&E facilities will be reimbursed by Caltrans when completed.

RECOMMENDATION

That City Council, by resolution, approve Utility Agreement 73126.01 with PG&E for CIP 73126, and authorize the City Manager to execute the Agreement.

Prepared by: Zabih Zaca, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer / Assistant Director of Development Services
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 – Utility Agreement



City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

DEVELOPMENT SERVICES

MAIN 209.831.6400
FAX 209.831.6439
www.cityoftracy.org

Exhibit 14-F Utility Agreements

UTILITY AGREEMENTS

City of Tracy, Department of Development Services

County	Route	P.M.	Project #
San Joaquin	Macarthur Dr	N/A	CIP 73126
Fed. Aid. No. STPL 5192(033)			
Owner's File. PM #74011787			
FEDERAL PARTICIPATION: On the Project : Yes <input checked="" type="checkbox"/> No			
On the Utilities: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

UTILITY AGREEMENT NO. 73126-01

The City of Tracy hereinafter called "LOCAL AGENCY" proposes to Widen Macarthur Drive between Valpico Road and Schulte Road in Tracy City/Town, San Joaquin County, California.

And: Pacific Gas & Electric

hereinafter called "OWNER", owns and maintains Electric facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

I-1 Work Performed by Owner per Owner's Plan:

" In accordance with Notice to Owner No. (N/A) dated 12/27/2017, OWNER shall relocate electric facilities. All work shall be performed substantially in accordance with OWNER's Plan No. PM 74011787 dated 11/20/15, consisting of 5 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 333 Civic Center Plaza, Tracy, CA 95376 . Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner."

II. LIABILITY FOR WORK

II-10 Prorated Expense – No Master Agreement:

"The existing facilities described in Section I above will be relocated at 23.53 % LOCAL AGENCY's expense and 76.47 % OWNER's expense in accordance with the following proration:

4 poles at 100% City expense ÷ total 17 poles = 23.53% of work at City expense

The total estimated cost to perform this work is currently \$2,643,690.00 which includes applicable credits for salvage depreciation and betterment of which the City's share is 23.53% or \$622,060.26.

III. PERFORMANCE OF WORK

III-1 Owner's Forces or Continuing Contractor Performs Work:

" OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools and equipment required therefore; and to prosecute said work diligently to completion."

IV. PAYMENT FOR WORK

IV-1 Owner Operates Under PUC or FCC Rules:

"The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of

accounts prescribed for OWNER by the California Public Utilities Commission (PUC) or Federal Communications Commission (FCC), whichever is applicable.”

“It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.”

IV-3 For All Owners - Progress/Final Bills:

“Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.”

“The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.”

“The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.”

“In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.”

“Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.”

V. GENERAL CONDITIONS

V-1 Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

“All costs accrued by OWNER as a result of LOCAL AGENCY's request of (January 2, 2014) to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.”

“If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.”

V-2 For All Owners - Notice of Completion:

“OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.”

V-6 Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) to be issued:

“Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.”

V-8a Federal Aid Clause - No Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

V-11a Utility Owner Self Certification Method:

“Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.”

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

LOCAL AGENCY

(OWNER)

By: _____

Randall Bradley

(Interim City Manager)

By: _____

Robert L. Jones

(Manager – Land Rights)

Date: _____

Date: _____

Attest:

Adrienne Richardson, Interim City Clerk

Approved as to form:

Thomas T. Watson, City Attorney

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File

RESOLUTION 2018-_____

APPROVING UTILITY AGREEMENT 73126.01 BETWEEN THE CITY OF TRACY AND PACIFIC GAS AND ELECTRIC COMPANY, FOR THE RELOCATION AND MODIFICATION OF THEIR FACILITIES WITHIN THE LIMITS OF THE MACARTHUR DRIVE WIDENING AND RECONSTRUCTION BETWEEN SCHULTE ROAD AND VALPICO ROAD – CIP 73126, AND FEDERAL PROJECT NO. STPL - 5192(033) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AGREEMENT

WHEREAS, The existing MacArthur Drive between Schulte Road and Valpico Road needs to be widened from two travel lanes to four travel lanes, and

WHEREAS, The widening of MacArthur Drive will include curb, gutter and sidewalk, and will be constructed outside the existing City right of way, and

WHEREAS, The City will be acquiring new right of way to accommodate the widened road and appurtenant facilities, and

WHEREAS, On the west side of the aforementioned street, Pacific Gas and Electric Company (PG&E) overhead electric lines are located in an existing easement, and need to be relocated, and

WHEREAS, Due to the utility company requirements, the cost of relocating the PG&E facilities must be paid by the local agency, and

WHEREAS, Per the Franchise Act of 1937, utility companies must relocate the facilities in City right of way for City Capital Improvement Projects if their utilities are in conflict with City improvements, and

WHEREAS, The City staff has negotiated a cost split with PG&E with the City's share being 23.53% (i.e. \$622,060.26) and 76.47% by the PG&E, and

WHEREAS, The cost of relocating the above facilities will be paid from the total cost of the Road Widening Project (CIP 73126);

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves Utility Agreement 73126.01 with PG&E for their facility relocation, which includes the payment of \$622,060.26, and authorizes the City Manager to execute the Agreement.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 6th day of March 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

AUTHORIZE NEW CAPITAL IMPROVEMENT PROJECTS (CIPs) TO UPDATE CITYWIDE ROADWAY AND TRANSPORTATION, PARKS, PUBLIC SAFETY, AND PUBLIC FACILITIES MASTER PLANS, AND APPROVE VARIOUS APPROPRIATIONS AND TRANSFERS TO FUND THE NEW CIPs AND AUTHORIZE THE FINANCE DIRECTOR TO AMEND THE BUDGET BOOK.

EXECUTIVE SUMMARY

The City of Tracy Citywide Transportation, Parks, Public Safety, and Public Facilities Master Plans need to be updated to keep in accordance with the City's General Plan, update growth patterns, recognize new infrastructure, and update construction costs. Staff recommends that the City Council authorize new CIPs to update these planning documents and approve an allocation of funds from Fund 391, Fund 366, Fund 367, and Fund 361 and transfers of funds from current CIPs to Public Safety and Transportation master plans projects.

DISCUSSION

The City of Tracy Citywide Roadway and Transportation Master Plan was updated in November 2012. Since 2012, the assumed growth pattern has varied from the actual pattern, new infrastructure has been installed consistent with the master plans, and construction costs have increased. Also, the current Citywide Road and Transportation Plan should include the Bikeway Master Plan in the document. Changes in state law, including Senate Bill 743, now require agencies to use a new metric to analyze traffic impacts to keep in conformance with environmental requirements. This new metric is VMT (Vehicle Miles Traveled). This project to update the Transportation Master Plan will include analysis and recommendations for the City to keep current with the new VMT metric.

Also, the Citywide Parks, Public Safety Facilities, and Public Facilities Master Plans were updated in March 2013. The City's growth pattern has varied from the assumed pattern, construction costs have increased, and some assumptions in the documents may need to be updated to recognize installed facilities.

Therefore, staff will solicit proposals from subject matter expert-consultants to assist in updating these Master Plans to meet the City's planning objectives. The process to select consultants is open and competitive; staff will seek future approvals from Council for those Professional Services Agreements.

The scope of work for these projects is to review the current Citywide Master Plans and update the plans with a new 30 year vision. The following is the breakdown of the project costs and funding sources:

<u>Master Plan</u>	<u>Project Cost</u>	<u>Funding Source</u>
Transportation	\$500,000	½ Fund 363; ½ Fund 391
Public Facilities	\$300,000	Fund 366
Public Safety	\$300,000	Fund 367
Parks	<u>\$300,000</u>	Fund 361
Total	\$1,400,000	

The anticipated work also includes updating infrastructure costs that describes the total cost of the planned facilities. These updated infrastructure costs may lead to a future Nexus Study to update Development Impact Fees.

STRATEGIC PLAN

This agenda item is in line with Council Quality of Life, Economic Development, and Public Safety strategies.

FISCAL IMPACT

The recommendation for the new Capital Improvement Projects will require the following new appropriations:

The Transportation Master Plan requires appropriations of \$250,000 from Fund 391 the Urban Management Plan and \$250,000 from Fund 363 the TIMP – Traffic Fund. This action will require a reduction of the appropriations for CIP 73146 (Overcrossing Upgrade I205/Mt. House) and 73147 (Overcrossing Upgrade I580/Mt. House). This reduction of appropriations will not affect the timing of construction of these interchanges.

The Public Facilities Master Plan requires an appropriation of \$300,000 from Fund 366 the TIMP – Public Facilities Fund.

The Public Safety Master Plan requires appropriations of \$300,000 from Fund 367 the TIMP – Public Safety Fund. This action will require a reduction of the appropriations for CIP 71100 (Public Safety Training Facility). This reduction of appropriations will not affect the timing of construction of this facility.

The Parks Master Plan requires an appropriation of \$300,000 from Fund 361 the TIMP – Parks Fund.

RECOMMENDATION

That City Council, by resolution, authorize four Capital Improvement Projects to update the following master plan documents:

1. City-wide Transportation Master Plan,
2. City-wide Parks Master Plan,
3. City-wide Public Safety Master Plan,
4. City-wide Public Facilities Master Plan, and

Approve supplemental appropriations in the amounts identified below:

<u>Master Plan</u>	<u>Project Cost</u>	<u>Funding Source</u>
Transportation	\$500,000	½ Fund 363; ½ Fund 391
Public Facilities	\$300,000	Fund 366
Public Safety	\$300,000	Fund 367
Parks	\$300,000	Fund 361

And authorize the Finance Director to amend the Budget Book for CIP 73146, CIP 73147, and CIP 71100.

Prepared by: Zabih Zaca, Senior Civil Engineer

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

Approved by: Randall Bradley, Interim City Manager

RESOLUTION 2018-_____

AUTHORIZING NEW CAPITAL IMPROVEMENT PROJECTS (CIPs) TO UPDATE CITY-WIDE ROADWAY AND TRANSPORTATION, PARKS, PUBLIC SAFETY, AND PUBLIC FACILITIES MASTER PLANS AND APPROVING VARIOUS APPROPRIATIONS AND TRANSFERS TO FUND THE NEW CIPs AND AUTHORIZE THE FINANCE DIRECTOR TO AMEND THE BUDGET BOOK

WHEREAS, The City Roadway and Transportation Master Plans, including Bikeway Master Plans, were updated in November 2012, and needs to be updated due to changes in growth patterns and increase in construction costs of various projects, and

WHEREAS, The existing Public Safety and Public Facilities Master Plans need to be updated to encapsulate construction cost increases and changes in growth patterns, and

WHEREAS, The Citywide Park Master Plan was updated in March 2013, and needs an update due to increase in construction costs of parks projects and changes in growth patterns, and

WHEREAS, New Capital projects needs to be established to complete updates of the Master Plans, and

WHEREAS, The work of updating the Master Plans will be started in fiscal year 2017-18, with an approximate project cost of \$1,400,000, and there are available funds from the Transportation Impact Mitigation Program, Funds 361, 363, 366, 367 and 391;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby authorizes new Capital Improvement Projects within Fiscal Year 2017-18 to update City-wide Roadway and Transportation, Parks, Public Safety, and Public Facilities Master Plans, authorizes the Finance Director to amend the Budget Book, and approves the following appropriations and transfer of funds:

\$250,000 from Fund 363 (existing CIP 73146 and 73147), and \$250,000 from Fund 391 to new CIP for Citywide Roadway and Transportation, including Bikeway Master Plans updates, and

\$300,000 from Fund 366 to new CIP for Public Facility Master Plan updates, and

\$300,000 from Fund 367 (existing CIP 71100) to new CIP for Public Safety Master Plan updates, and

\$300,000 from Fund 361 to new CIP for Citywide Park Master Plan updates.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 6th day of March, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

March 6, 2018

AGENDA ITEM 1.E

REQUEST

APPROVE REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE CITY OF TRACY AND SUNSET PARK CONGREGATION OF JEHOVAH'S WITNESSES, FOR THE RECONSTRUCTION AND WIDENING OF MACARTHUR DRIVE BETWEEN SCHULTE ROAD AND VALPICO ROAD, CIP 73126, FEDERAL PROJECT NO. STPL-5192 (033)

EXECUTIVE SUMMARY

Staff recommends approval of this agreement for the purchase of real property, including a temporary construction easement, by the City of Tracy for the widening and reconstruction of MacArthur Drive between Schulte Road and Valpico Road.

DISCUSSION

The widening of MacArthur Drive from Schulte Road to Valipco Road is an approved Capital Improvement Project (CIP 73126) with an estimated cost of \$5,638,900. The project is partly funded from Infill and Industrial Area Specific Plan development impact fees and the State Transportation Improvement Program (STIP).

The widening and reconstruction of the road requires the procurement of rights-of-way from adjacent property owners. City already secured required rights-of-way from all of the adjacent properties; this current agreement is for the last property to be secured.

Staff in coordination with Associated Right of Way Services, Inc., of Pleasant Hill, California (City's Right-of-way Consultant), and Todd Amspoker of Price, Postel and Parma LLP (City's Right-of-way Counsel) negotiated this agreement in accordance with Council's direction on December 19, 2017. The agreement provides the following:

- a. The City will provide a wastewater lateral for the property and extended up to the property line, with no connection fee.
- b. It is the responsibility of the owner to extend private sewer service to the main building.
- c. The owner will receive \$102,333.00 based on the City's original appraisal for the land and other improvements.

Staff recommends City Council approve the purchase agreement.

STRATEGIC PLAN

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

FISCAL IMPACT

Right of way acquisition funds for this Project have been budgeted in this CIP (from Fund 352) and will be used to cover the costs associated with this agreement.

RECOMENDATION

That City Council, by resolution, approve the real property purchase agreement with Sunset Park Congregation of Jehovah's Witnesses, for the Reconstruction and Widening of Macarthur Drive between Schulte Road and Valpico Road, CIP 73126, Federal Project No. Stpl-5192 (033).

Prepared by: Zabih Zaca, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
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 – Agreement for Purchase of Fee and Temporary Construction Easement

GRANTOR: SUNSET PARK CONGREGATION OF JEHOVAH'S WITNESSES
PROJECT: MACARTHUR DRIVE WIDENING

APN: 252-020-06

**CITY OF TRACY
AGREEMENT FOR PURCHASE OF FEE AND TEMPORARY CONSTRUCTION
EASEMENT**

This Agreement is based on the following facts:

- A. Owner owns Property located in the City of Tracy;
- B. City wishes to construct a Project on the Owner's Property and will require a portion of fee and a temporary construction easement over the property.

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

City means the City of Tracy, a municipal corporation, and its officers, employees, agents and contractors.

Fee means fee simple of the Property, as described in Attachment 1.

Escrow or Escrow Account means the escrow account established by the City at Old Republic Title Company, 150 West 10th Street, Tracy, CA 95376, Escrow No. 1213021259-CS.

Grantor, or Property Owner, means **SUNSET PARK CONGREGATION OF JEHOVAH'S WITNESSES, TRACY, CALIFORNIA, INC. A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION**

Property means the parcel(s) owned by Grantor on which the fee and temporary construction easement are located, identified in Attachment 1 and Attachment 2.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 2.

Project means the City's MacArthur Drive Widening Project.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, Grantor shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from Grantor to City Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to City. (It is Grantor's responsibility to clear any title exceptions not acceptable to City.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 1 and Attachment 2, attached hereto and made a part hereof.

3. Purchase.

A. Consideration. City shall pay the sum of ONE HUNDRED TWO THOUSAND THREE HUNDRED THIRTY-THREE and no/100 Dollars (\$102,333.00) to the Escrow Account as consideration for the Fee and TCE. Prior to close of escrow, Grantor shall provide City with a copy of the invoice for appraisal services procured by Grantor in connection with this matter.

B. Deductions. City may deduct and pay from the consideration any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow.

C. Current taxes. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086 if unpaid at the close of escrow.

D. Escrow and title charges. City agrees to pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

E. Clear title. Close of escrow for this transaction is contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

F. Improvements. The consideration includes payment in full for 33 lf of 6-foot tall chain link fencing with slates, 33 lf of 5.5-foot tall chain link fencing, 191 lf of 5.5-foot tall metal rail fencing, one 4-foot wide swing gate, two 24-foot wide electronic slide gates with automation, one garbage enclosure with concrete pad, one monument sign with concrete base, one outdoor display case, one mailbox, 2,900 sf of parking lot improvements, 300 sf of concrete paving, 3,750 sf of irrigated landscaping, one mature tree, and a portion of the septic system drainfield affixed to the Fee by Owner, unless other disposition of these improvements has been made.

G. Cost for damages. The consideration includes payment in full for Grantor to perform the following work: Replace 8 lf of 6-foot tall chain link fencing with slates, 8 lf of 5.5-foot tall chain link fencing, 191 lf of 5.5-foot tall metal rail fencing, one 4-foot wide swing gate, two 24-foot wide electronic slide gates with automation, one garbage enclosure with concrete pad, one monument sign with concrete base, one outdoor display case, one mailbox, reconfigure the parking lot, remove portion of leach field.

H. Connection to City Sewer Line and Waiver of Sewer Connection Fee. City agrees to allow Grantor to connect the Property to the existing City sewer line in MacArthur Boulevard, immediately opposite the Property. The City will also agree to waive Grantor's one-time sewer connection fee as a result of connecting to said sewer line. However, after such connection is made, as described below, Grantor will be responsible for establishing an account with the City for payment of normal sewer service fees, and shall pay such fees as required by the City according to its normal rates.

I. Grantor's Future Sewer Facility. At no expense to Grantor, City shall construct a connection to the existing City sewer line in MacArthur Boulevard, including a lateral extending from said sewer line to the western boundary of Grantor's Property. Said work shall occur in connection with City's construction of the Project. Grantor shall coordinate with City's contractor regarding the location of said lateral along the Property's boundary. Grantor shall be solely responsible for connecting its sewer system to the lateral constructed by the City. Grantor understands and agrees that Grantor shall be solely responsible for the operation and maintenance of Grantor's sewer facility serving Grantor's Property, after the completion of the sewer lateral as referenced in this paragraph.

4. Temporary Construction Easement

A. Grant of TCE. Grantor shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from Grantor to City, in substantially the form set forth in Attachment 2.

B. Permit. The TCE permits City to enter upon Grantor's Property on a temporary basis, not longer than a 12-month period. The TCE period begins with the City's first entry on the TCE area. City will give the Grantor : (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

If access to the TCE is from private property, Grantor shall maintain the rights of ingress to and egress from the TCE at all times during the construction period.

C. Restoration. The City agrees to promptly restore any damage to the TCE area (including the parcels upon which the TCE is situated, and any improvements located there, caused by City's entry or work performed in connection with the Project.

D. Grantor's Conveyance. If the Grantor sells, conveys or assigns any property interest, encumbered by this Agreement. Grantor shall notify the successor or assignor of the rights and obligations under this Agreement. City has no obligation to compensate a successor or assignee for the rights and interests granted to City under this Agreement.

5. Permission to Enter Grantor's Land for Construction Purposes. Permission is hereby granted to City or its authorized agent to enter Grantor's land, where necessary, to install two new driveway approaches, all of which will be impacted by the City's acquisition. Portions of the driveway will require repair. Grantor understands and agrees that after completion of the work described herein, said facilities will be considered Grantor's sole property and Grantor will be responsible for its maintenance and repair.

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City or its authorized agent, shall be left in as good condition as found.

6. CITY's Indemnification. City shall indemnify, defend, and hold harmless Grantor from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to City's use of the TCE area and exercise of City's rights under this Agreement, except as to action, damages, liabilities or costs due to Grantor's negligence or willful misconduct.

7. Right of Possession and Use. City's right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall begin on April 2, 2018, or close of Escrow, whichever occurs first. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

8. Notice to successors. If Grantor sells, conveys or assigns any property interest encumbered by this Agreement before the City exercises its rights, Grantor shall notify the successor or assignor of the rights and obligations under this Agreement.

9. Escrow Instructions. Grantor authorizes City to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

10. Hazardous Wastes. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination. Grantor shall further indemnify, defend, save and hold harmless the City from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the City.

11. No Leases. Grantor warrants that there are no oral or written leases on all or any portion of the Fee and TCE exceeding a period of one month. Grantor agrees to hold City harmless and reimburse City for any of its losses and expenses occasioned by reason of any lease of the Fee and TCE held by a tenant for a period exceeding one month.

12. Release of All Claims. This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop. The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor."

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Remedies for Breach. In the event of a breach of this Agreement by Grantor, City is entitled to pursue any and all remedies available to it against Grantor, including, without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this Agreement.

14. Miscellaneous.

A. Authority to sign; Approval of City. Grantor and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of Grantor.

Grantor understands that this Agreement is subject to the approval of City, and this Agreement shall have no effect unless and until the City Council approves it.

B. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

C. Specific Performance. In the event of Grantor's breach of this Agreement, City shall be entitled to pursue any and all remedies available to it, including, without limitation, claims for damages attributable to Grantor's breach, and specific performance of this Agreement.

D. Entire Agreement. The parties have here set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Fee and TCE and shall relieve City of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed Project.

E. Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

[Signatures on the following page]

The parties have executed this Agreement the last date written below.

CITY OF TRACY:

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

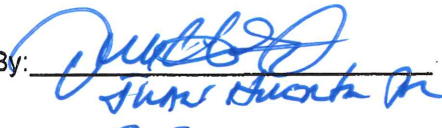
Title: _____

GRANTOR/PROPERTY OWNER(S):

By: 
LARRY CELENFELD

Title: CEO

Date: 2/22/18

By: 
JAMES BUCHER

Title: CEO

Date: 2/22/18

Attachments:

- 1 Form of Grant Deed and Grant of Temporary Construction Easement, Attachment 1 and Attachment 2

ATTACHMENT 1

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin)

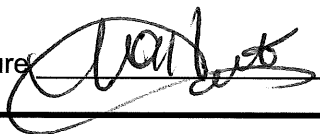
On 2/22/18 before me, Maria T. Huerta, Notary Public
(insert name and title of the officer)

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

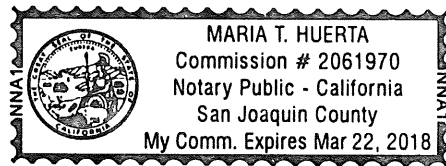
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



RECORDING REQUESTED BY:

Old Republic Title Company
150 West 10th Street
Tracy, CA 95376

WHEN RECORDED MAIL TO:

City of Tracy
Attn: Nora Pimentel, CMC, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 252-020-06 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUNSET PARK CONGREGATION OF JEHOVAH'S WITNESSES, TRACY, CALIFORNIA, INC. A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION

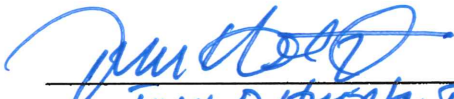
hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION** the real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

SIGNED:

By:


Larry G. Glendenfeldt, CEO

By:


James D. Pimentel, CFO

Date:

2/22/18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

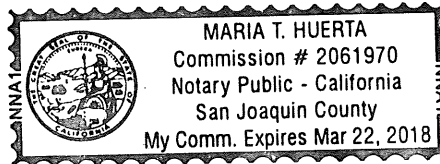
STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 22nd day of February, 2018, before me, Maria T. Huerta, a Notary Public in and for the State of California, personally appeared Larry Gientelid, Juan P. Huerta Jr. proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.


NOTARY PUBLIC



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County transfer tax)

November 11, 2014
Job No. NC14034

EXHIBIT A

MACARTHUR DRIVE RIGHT OF WAY TAKE

A 25.50 foot wide Right of Way, situate in the Northwest quarter of Section 34, Township 2 South, Range 5 East, Mount Diablo Meridian, County of San Joaquin County, State of California, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of said Section 34, as shown on that certain Record of Survey Map filed for record at Book 20 at Page 165, San Joaquin County Records; thence South 00°38'15" East along the Westerly line of the Northwest quarter of said Section 34 a distance of 714.81 feet to a point; thence North 89°31' East a distance of 30.00 feet to a point on the South line of Parcel A as shown on said Survey Map filed for record in Book 20 at Page 165; said point also being the **TRUE POINT OF BEGINNING**;

Thence along the existing Easterly Right of Way line of MacArthur Drive, North 00°38'15" West a distance of 230.00 feet to a point on the Northerly line of Said Parcel A;

Thence along said Northerly line, North 89°31' East a distance of 25.50 feet;

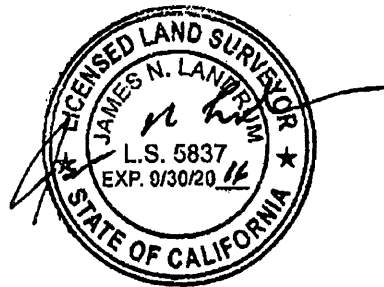
Thence South 0°38'15" East a distance of 230.00 feet to a point on said Southerly line of Parcel A;

Thence along said Southerly line, South 89°31' West a distance of 25.50 feet to the **TRUE POINT OF BEGINNING**.

A portion of APN 252-020-06

Containing 5865 Square Feet, more or less.

See attached Exhibit "B"



57

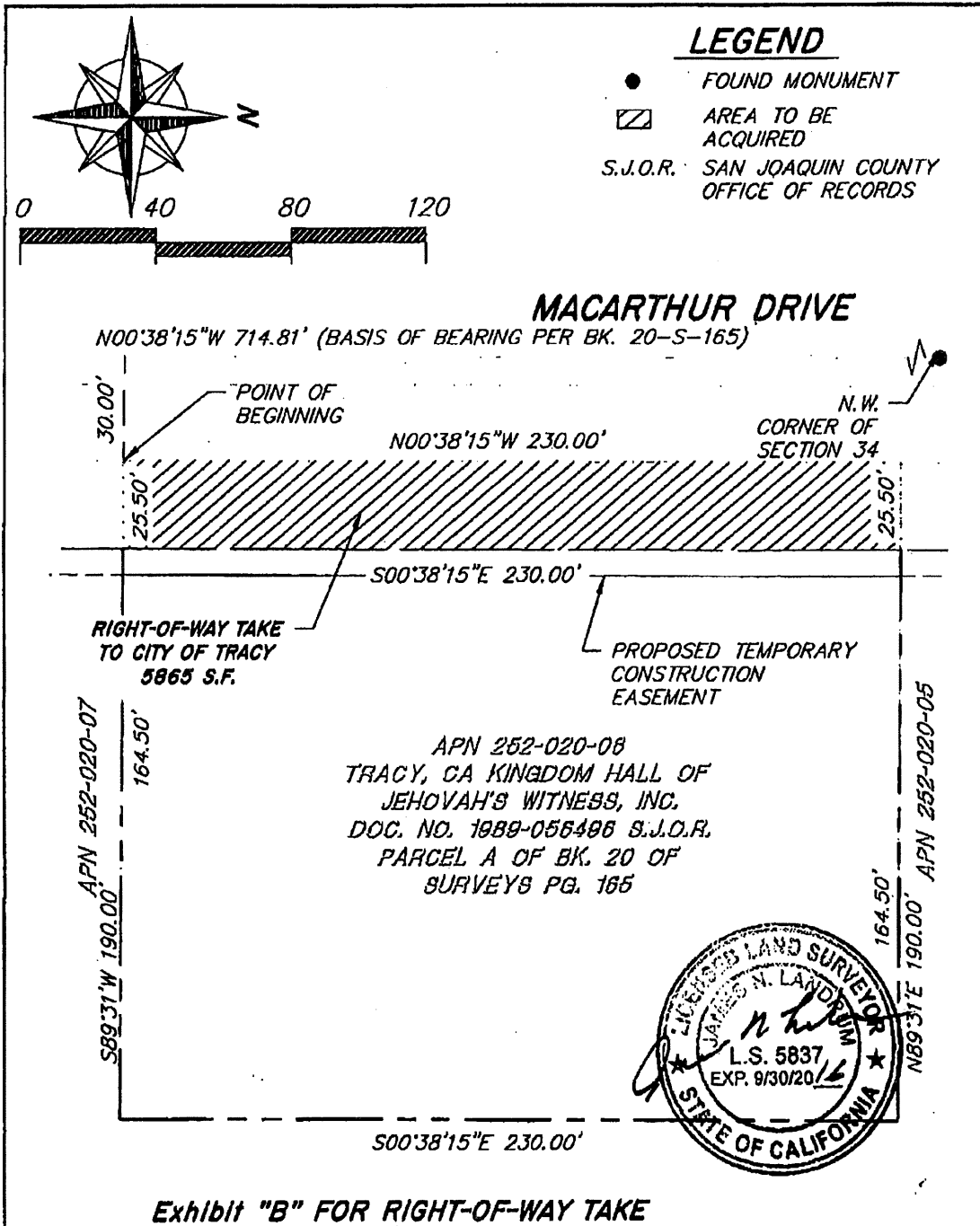


Exhibit "B" FOR RIGHT-OF-WAY TAKE

Drawn By: DAM	PLAT TO ACCOMPANY LEGAL DESCRIPTION OF A PORTION OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, M.D.B.&M. CITY OF TRACY CALIFORNIA		SHEET
Date: 11/13/14			1
Scale: 1"=40'			
Job No.: NC14048			
Phone: 866.526.4214			OF 1

Vertical text on the right edge of the page, likely a reference or contact number.

ATTACHMENT 2

RECORDING REQUESTED BY:

Old Republic Title Company
150 West 10th Street
Tracy, CA 95376

WHEN RECORDED MAIL TO:

City of Tracy
Attn: Nora Pimentel, CMC, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 252-020-06 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Grant. For good and valuable consideration pursuant to the Temporary Construction Easement Agreement executed by the parties on 2/22, 2018, ("Agreement"), the undersigned, **SUNSET PARK CONGREGATION OF JEHOVAH'S WITNESSES, TRACY, CALIFORNIA, INC., A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION** ("CITY"), and its successors and assigns, a Temporary Construction Easement, over, across, under and through the real property situated in the County of San Joaquin, State of California, described in Exhibits A and B, attached ("TCE Area") for construction and related purposes for the CITY's MacArthur Drive Widening Project (the "Project").

Rights. CITY's rights under this easement include, without limitation, the right of CITY to enter upon the TCE Area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE Area to the Project, and do any and all other actions necessary and appropriate to the construction of the Project. As used here, "CITY" includes its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the Project and their officers, agents, contractors, and employees. If access to the TCE Area is across GRANTOR's Property, GRANTOR shall maintain the rights of ingress and egress at all times during the construction period.

Site improvements. Under the Agreement, GRANTOR has been compensated for the cost of certain site improvements within the TCE AREA. Those site improvements include: fencing, paved parking lot, and irrigated landscape.

Term; Extension. This Temporary Construction Easement is for a period of 12 months, to begin upon 30 days written notice from CITY to GRANTOR. City shall also provide at least 48 hours written notice before its first entry on the Temporary Construction Easement. If CITY occupies the TCE Area beyond the 12-month period, CITY shall pay GRANTOR, on a month-to-month basis, additional compensation under the provisions of the AGREEMENT. This Temporary Construction Easement shall not extend beyond the 12-month period (plus any extension) or completion of construction, whichever occurs first.

Restoration. At no additional cost to CITY, CITY has the right to enter upon GRANTOR's Property, where necessary, to reconstruct or perform any warranty or related work during or after the expiration of the TCE and any extension and/or the completion of the Project. The work may include related driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's Property is necessary.

Conformance with laws. All work performed by CITY in the TCE Area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to the work and shall be done in a good and workerlike manner.

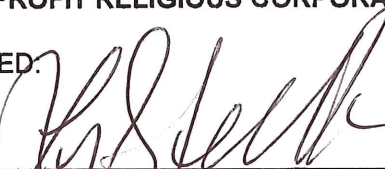
The rights and obligations in this *Grant of Temporary Construction Easement* will: (a) run with the TCE Area and burden, inure to and be for the benefit of and be binding on the TCE Area, GRANTOR and its successors and assigns; and (b) be binding on CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on 2/22, 2018.

SUNSET PARK CONGREGATION OF JEHOVAH'S WITNESSES, TRACY, CALIFORNIA, INC. A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION

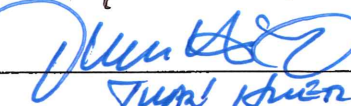
SIGNED:

By:



Larry Gierenfeldt, CEO

By:



Juan Huerta Sr CEO

Date:

2/22/18

Exhibit A: Legal Description
Exhibit B: Plat Map

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

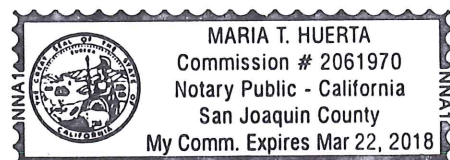
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 22nd day of February, 2018, before me, Maria T. Huerta, a Notary Public in and for the State of California, personally appeared Larry Gierenfeldt, Juan Huerta Sr proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.


NOTARY PUBLIC

55
November 11, 2014
Job No. NC14034

EXHIBIT A

MACARTHUR DRIVE TEMPORARY CONSTRUCTION EASEMENT

A 7.50 foot wide Temporary Construction Easement, situate in the Northwest quarter of Section 34, Township 2 South, Range 5 East, Mount Diablo Meridian, County of San Joaquin County, State of California, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of said Section 34, as shown on that certain Record of Survey Map filed for record at Book 20 at Page 165, San Joaquin County Records; thence South 00°38'15" East along the Westerly line of the Northwest quarter of said Section 34 a distance of 714.81 feet to a point; thence North 89°31' East a distance of 55.50 feet to a point on the South line of Parcel A as shown on said Survey Map filed for record in Book 20 at Page 165; said point also being the **TRUE POINT OF BEGINNING**;

Thence parallel to and 25.50 foot Easterly from the existing Easterly Right of Way line of MacArthur Drive, North 00°38'15" West a distance of 230.00 feet to a point on the Northerly line of Said Parcel A;

Thence along said Northerly line, North 89°31' East a distance of 7.50 feet;

Thence South 0°38'15" East a distance of 230.00 feet to a point on said Southerly line of Parcel A;

Thence along said Southerly line, South 89°31' West a distance of 7.50 feet to the **TRUE POINT OF BEGINNING**.

A portion of APN 252-020-06

Containing 1725 Square Feet, more or less.

See attached Exhibit "B"



56

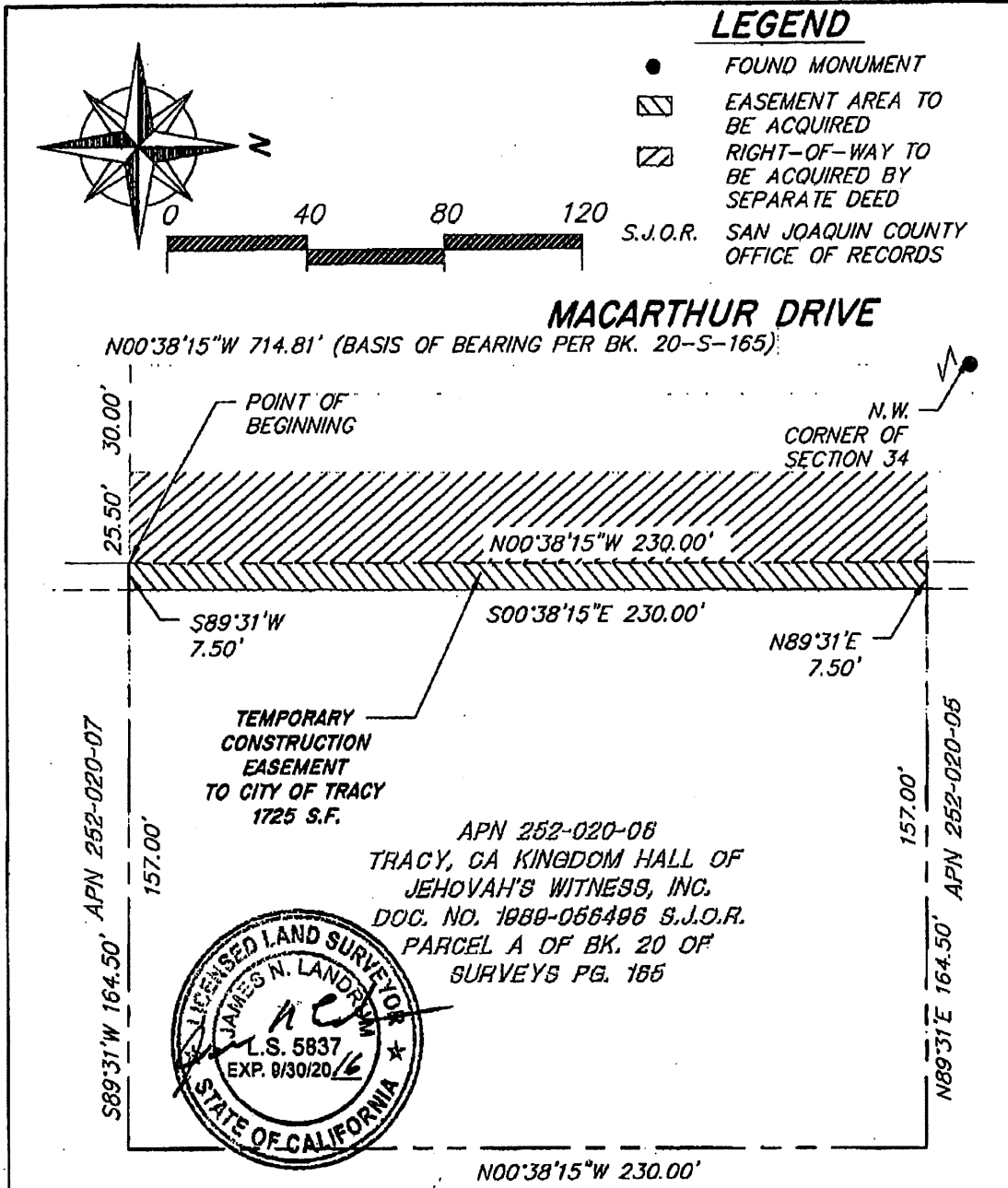


Exhibit "B" FOR TEMPORARY CONSTRUCTION EASEMENT

Drawn By: DAM
 Date: 11/13/14
 Scale: 1"=40'
 Job No.: NC14048
 Phone: 866.526.4214

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 OF A PORTION OF THE N.W. 1/4 OF SECTION 34,
 TOWNSHIP 2 SOUTH, RANGE 3 EAST, M.D.B.M.
 CITY OF TRACY CALIFORNIA



SHEET
 1
 OF 1

P:\2014\11\13\14\111314\111314.dwg (Owner) P:\2014\11\13\14\111314\111314.dwg (Surveyor) P:\2014\11\13\14\111314\111314.dwg (City)

RESOLUTION 2018-_____

APPROVING A REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE CITY OF TRACY AND SUNSET PARK CONGREGATION OF JEHOVAH’S WITNESSES FOR THE RECONSTRUCTION AND WIDENING OF MACARTHUR DRIVE BETWEEN SCHULTE ROAD AND VALPICO ROAD - CIP 73126, AND FEDERAL PROJECT NO. STPL-5192(033)

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

WHEREAS, The reconstruction and widening of MacArthur Drive requires securing rights of way from adjacent properties, and

WHEREAS, The City Consultant, Associated Right of Way Services, Inc., of Pleasant Hill, California, in coordination with City staff, negotiated with the property owners to secure right-of-way, and

WHEREAS, The City has negotiated a purchase agreement with the Sunset Park Congregation of Jehovah’s witnesses as follows:

1. The City will provide a wastewater lateral for the subject property (extended up to the property line) without a connection fee,
2. It is the responsibility of the Owner to connect the lateral to the main building,
3. The Owner will receive \$102,333.00 based on the City’s original appraisal for the land and other damages to the site, and

WHEREAS, The costs associated with this agreement will be charged to the aforementioned Capital Improvement Project;

NOW, THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby approves the purchase agreement in the amounts listed above between the City of Tracy and the property owners listed above for the Reconstruction and Widening of MacArthur Drive between Schulte Road and Valpico Road - CIP 73126, and Federal Project No. STPL-5192(033).

* * * * *

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 6th day of March 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

WAIVE SECOND READING AND ADOPT ORDINANCE 1250, AN ORDINANCE OF THE CITY OF TRACY LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2018-1 (MAINTENANCE AND PUBLIC SERVICES)

EXECUTIVE SUMMARY

Ordinance 1250 was introduced at the Council meeting held on February 20, 2018. Ordinance 1250 is now before Council for adoption.

DISCUSSION

On January 16, 2018, pursuant to the Mello-Roos Act Community Facilities Act of 1982 Council approved certain actions necessary to initiate proceedings to form Community Facilities District No. 2018-1 (Maintenance and Public Services) (CFD) and a future Annexation Area in order to secure Special Taxes for maintenance and public services for Tracy Hills, Phase 1 and other future developments. Upon the conclusion of the hearing held on February 20, 2018, City Council adopted a Resolution of Formation of Community Facilities District pursuant to which it completed the proceedings for the establishment of the CFD and the future Annexation Area, authorized the levy of the Special Tax within the CFD and called an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD. The special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote as required by the Act.

Ordinance 1250 is before City Council for adoption.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council adopt Ordinance 1250.

Prepared by: Adrienne Richardson, City Clerk
Reviewed by: Kul Sharma, Interim Assistant City Manager
Approved by: Randall Bradley, Interim City Manager

Attachment A – Ordinance 1250

ORDINANCE NO. 1250**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY LEVYING
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2018-1
(MAINTENANCE AND PUBLIC SERVICES)**

WHEREAS, on January 16, 2018, this Council adopted a resolution entitled “Resolution of Intention to Establish a Community Facilities District” (the “Resolution of Intention”), and has conducted proceedings (the “Proceedings”) to establish “City of Tracy Community Facilities District No. 2018-1 (Maintenance and Public Services)” (the “CFD”) and a future annexation area (the “Future Annexation Area”) pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to finance certain municipal services (the “Services”) as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax (“Special Tax”) to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its “Resolution of Formation of Community Facilities District” (the “Resolution of Formation”), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on February 20, 2018, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRACY as follows:

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2018-19 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

Section 2. The City’s Finance Director or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD

(including any parcel or parcels in the Future Annexation Area that annex into the CFD), in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Joaquin in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of San Joaquin for fiscal year 2018-19 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days of its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

The foregoing Ordinance 1250 had its first reading and was introduced during the public meeting of the City Council on the 20th day of February, 2018, and had its second reading and was adopted and passed during the public meeting of the City Council on the 6th day of March, 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 AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH WEST YOST AND ASSOCIATES FOR DESIGN SUPPORT FOR THE CITYSIDE ZONE 3 PUMP STATION PROJECT (CIP 75121) AND THE TRACY HILLS PUMP STATION PROJECT (CIP 75158)

EXECUTIVE SUMMARY

The proposed amendments to the Professional Services Agreements (PSA) with West Yost & Associates are needed to complete the additional work resulted due to unforeseen conditions during construction of two separate water pump station projects at the City's John Jones Water Treatment plant; one for Tracy Hills Zone 3 Water distribution network (CIP 75158), and the other for Ellis Development and Cityside Zone 3 Water distribution network (CIP 75121). These projects were originally designed as one combined project. Two separate projects were created at the request of the developers to ensure timely completion and to address funding concerns.

Staff and the Developers have reviewed the scope of work and concur with the proposed amendments. The cost of additional work will be paid from the approved capital improvement projects funded by respective developments either through deposits or development impact fees.

DISCUSSION

The construction contracts for the Cityside Zone 3 Pump Station for Ellis Development and the Tracy Hills Pump Station were awarded by City Council on November 7, 2017, and November 21, 2017, respectively. The projects were designed by West Yost and Associates and construction is in progress. City Council authorized the Professional Services Agreement (PSA) with West Yost & Associates for design of the booster pump station at the John Jones Water Treatment Plant to serve Tracy Hills Development and Cityside Zone 3 properties on February 2014. However, to accommodate timing concerns of these developments, the project was modified to separately serve Cityside Zone 3 Properties and Tracy Hills Development. Therefore on June 7, 2016, City Council authorized the professional services agreement with West Yost and Associates for design of City's Zone 3 Pump Station as a separate project.

Due to the complexity of these two projects and the lack of as-built information, extensive unforeseen conditions were encountered on site. Initially, these two projects were designed as one project. However, due to delays to the Tracy Hills Development in the past, these projects were separated at the Developers' request. These two projects are designed separately at different locations within the John Jones Water Treatment Plant. Due to the lack of as-built information, both of these time sensitive projects are encountering significant conflicts with the existing underground facilities; thus requiring additional design efforts during construction.

These unforeseen conditions combined with bidding and coordination efforts during the bid award process have resulted in the proposed amendments to complete the additional work. Upon the request of the City, West Yost and Associates submitted proposals to provide these additional services to support design during construction for both projects. The estimated costs for performing these services are \$45,000 for the Cityside Zone 3 Pump Station Project and \$71,100 for the Tracy Hills Pump Station Project. The scope of work for these additional services has been discussed and agreed to by both staff and developers.

STRATEGIC PLAN

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

FISCAL IMPACT

The cost associated with these amendments to the City Side Zone 3 Pump Station and the Tracy Hills Pump Station Project will be paid through CIP 75121 and CIP 75158, respectively. CIP 75121 is funded from Development Impact fees (TIMP) and CIP 75158 is funded from Tracy Hills Development and has sufficient funds for payment of the proposed amendment.

RECOMMENDATION

It is recommended that the City Council approve, by resolution:

1. Amendment No. 2 to Professional Services Agreement with West Yost and Associates for the design of an Interim Pump Station for the City's Zone 3 Water System to serve the Ellis Development to include additional services and increase compensation in an amount not to exceed \$45,000.
2. Amendment No. 2 to Professional Services Agreement with West Yost and Associates for design of the Booster Pump Station at the John Jones Water Treatment Plant (JJWTP) to include additional services and increase compensation in an amount not to exceed \$ 71,100.

Prepared by: Ripon Bhatia, Acting Utilities Director

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

Approved by: Randall Bradley, Interim City Manager

ATTACHMENTS

- A: Amendment No. 2 to the Professional Services Agreement WY-U1 with West Yost and Associates for the design of an Interim Pump Station for the Cityside Zone 3 Water System to serve the Ellis Development.

- B: Amendment No. 2 to the Professional Services Agreement with West Yost and Associates for the design of Booster Pump Station at JJWTP.

City of Tracy
AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST & ASSOCIATES (WY-U1) FOR THE DESIGN OF AN INTERIM PUMP STATION
FOR THE CITY'S ZONE 3 WATER SYSTEM TO SERVE THE ELLIS DEVELOPMENT

This Amendment No. 2 (Amendment) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (City), and West Yost Associates (Consultant).

Recitals

- A. On June 7, 2016, the City Council approved via Resolution 2016-106 an Agreement with Consultant to provide design and engineering services for the interim City-side Pressure Zone 3 Pump Station (City-side PZ3 PS) at the City's John Jones Water Treatment Plant (JJWTP) with compensation not to exceed \$71,800.
- B. On April 4, 2017, City Council approved Amendment No. 1 to the Agreement via Resolution 2017-067 to amend the scope of work and increase compensation by an additional \$259,400 for the design of the City's Zone 3 Pump Station to serve the Ellis Project and other developments.
- C. Additional Consultant services are needed related to design support during construction efforts to address conflicts found in field during construction. The change in Consultant's Scope of Services requires an increase in compensation by an additional \$45,000 and an updated billing rate schedule for work performed under this Amendment.
- D. At the request of the City, in January 2018, Consultant submitted a proposal to perform the services described in this Amendment. After negotiations between City and Consultant, the parties have reached an agreement for performance of services in accordance with the terms set forth in this Amendment.

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.**
 - A. Section 3.1 "General" of the Agreement is hereby amended to increase compensation by an additional \$45,000 for work performed under this Amendment. Section 3.1 is hereby amended to read as follows:

"For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis. Consultant's total fee for this Agreement is Not to Exceed \$376,200. Consultant's billing rates set forth in Exhibit B-2 shall cover all costs and expenses for Consultant's performance of this Agreement. However, services performed by Consultant in accordance with Exhibit A-2 of Amendment No. 2 shall be compensated on a time and expense basis at the billing rates attached as Exhibit "B-2". Consultant's billing rates shall cover all costs and expenses of every kind and nature for Consultant's performance of Amendment No.

2 to the Agreement as outlined in Exhibit "A-2". No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval."

B. Exhibits "A-2" and "B-2" are attached hereto and incorporated herein by reference to the Agreement.

3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

Consultant
West Yost Associates

By: _____

Title: Mayor

Date: _____

By: 

Title: Vice President

Date: 2/28/18

Attest:

By: _____

Adrienne Richardson, City Clerk

By: 

Title: Secretary

Date: 2/28/18

Approved as to form

City Business License # 39903

By: _____

Thomas T. Watson, City Attorney

**EXHIBIT "A-2"
SCOPE OF SERVICES**

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS
WEST YOST & ASSOCIATES (WY-U1) FOR THE DESIGN OF AN INTERIM PUMP
STATION FOR THE CITY'S ZONE 3 WATER SYSTEM TO SERVE THE ELLIS
DEVELOPMENT**

TASK 1 ADDITIONAL DESIGN SUPPORT DURING CONSTRUCTION

CONSULTANT will provide additional design support services during construction of the facilities. This includes providing additional utility coordination for the utility relocations/modifications that are needed as a result of addition utilities discovered during utility location process.

CONSULTANT will respond to contractor's inquiries through Resident Engineer's request and assist with preparation of drawing revisions or clarifications related to the plans and special provisions.

CONSULTANT will assist the City with coordinating with PG&E work that needs to be performed during construction.

CONSULTANT will also provide technical assistance for issues involving construction phasing or redesign required for mainline relocation as well as preparation of drawing revisions and clarifications.

FEE

CONSULTANT's "Not-to-Exceed" total fees for the tasks during construction described above is \$45,000.

COMPLETION OF THE SCOPE OF SERVICES

CONSULTANT shall complete the services identified in this Exhibit "A-2" during project construction that is expected to go through September 2018.



Exhibit B-2 (2018 Billing Rate Schedule)

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

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
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
ENGINEERING TECHNOLOGY	
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
CONSTRUCTION MANAGEMENT	
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

**City of Tracy
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS
DESIGN OF BOOSTER PUMP STATION AT JOHN JONES WATER TREATMENT PLANT**

This Amendment No. 2 (Amendment) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (City), and West Yost Associates ("Consultant").

Recitals

- A. The City and Consultant entered into a Professional Services Agreement (Agreement) for the design of Booster Pump Station at John Jones Water Treatment Plant with compensation not to exceed \$317,900, which was approved by the City Council on February 18, 2014, under Resolution No. 2014-025.
- B. The Agreement was amended in 2015 when Council approved Amendment No. 1 on July 21, 2015 via Resolution No. 2015-122 thereby expanding the scope of work and increasing the compensation by an additional \$291,000.
- C. Consultant services are needed related to design efforts to update plans and specifications for rebidding the project and provide design support during construction for Tracy Hills Pump Station Project at John Jones Water Treatment Plant. The change in Consultant's Scope of Services requires an increase in compensation by an additional \$71,100 and an updated billing rate schedule.
- D. At the request of the City, in August 2017, Consultant submitted a proposal to perform the services described in this Agreement. After negotiations between City and Consultant, the parties have reached an agreement for performance of services in accordance with the terms set forth in this agreement.

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.

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

"In addition, for services performed by Consultant in accordance with Amendment No. 2, City shall pay Consultant on a time and expense basis. Consultant performance of services described in Exhibit "A-2" shall be compensated in accordance with the billing rates attached hereto as Exhibit "B-2". Consultant's fee for Amendment No. 2 is not to exceed \$71,100. Consultant's billing rates shall cover all costs and expenses of every kind and nature for Consultant's performance of Amendment No. 2 to the Agreement as outlined in Exhibit "A-2". No work shall be performed by Consultant in excess of the not to exceed amount without the prior written approval of the City. Compensation for the extra services to be done by the Consultant under this Amendment No. 2 shall be as described in Exhibit 'A-2'."

B. Exhibits "A-2" and "B-2" attached hereto and incorporated by this reference into the Agreement.

3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

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

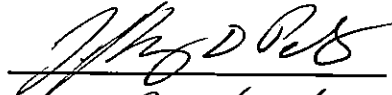
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

Consultant
West Yost Associates

By: _____

By: 

Title: Mayor

Title: Vice President

Date: _____

Date: 2/13/18

Attest:

By: _____

By: 

Adrienne Richardson, City Clerk

Title: Secretary

Date: 2/13/18

Approved as to form

City Business License # 39903

By: _____

Thomas T. Watson, City Attorney

Exhibit A-2

Proposed Additional Services and Task Budget Augmentation

Tasks		Proposed Additional Services	Task Budget Augmentation, dollars
Task 1. Flow Pressure Verification		<ul style="list-style-type: none"> No change in proposed services 	—
Task 2. Preliminary Design		<ul style="list-style-type: none"> No change in proposed services 	—
Task 3. Detailed Design for Interim Pump Station		<ul style="list-style-type: none"> No change in proposed services 	—
Task 4. Detailed Design for Permanent Pump Station		<ul style="list-style-type: none"> Remove onsite transmission mains from plans and specifications because these are now included in the City-side Pressure Zone 3 Pump Station on Cleanwell #2 Bid Documents. Update plans and specifications to latest design standards. Incorporate addenda from previous bid, as appropriate. Remove additive bid items. Additive Bid Item 1 would have been a pressure relief connection to City-side Pressure Zone 2 and Additive Bid Item 2 would have been a water supply source for City-side Pressure Zone 3. Incorporate portions of Additive Bid Item 2 into Base Bid. Add pressure relief valve and piping (similar to Additive Bid Item 2). Re-stamp and seal plans and technical specifications. 	26,200
Task 5. Project Coordination		<ul style="list-style-type: none"> No change in proposed services 	—
Task 6. Project Management		<ul style="list-style-type: none"> Additional project management through design period 	6,000
Task 7. Additional Services		<ul style="list-style-type: none"> No change in proposed services 	—
Task 8. Evaluate New Storage Plan		<ul style="list-style-type: none"> No change in proposed services 	—
Task 9. Bid Period Services		<ul style="list-style-type: none"> Restore task budget, accounting for changes in billing rates since 2015 	6,200
Task 10. Construction Period Services		<ul style="list-style-type: none"> Restore task budget, accounting for changes in billing rates since 2015 	27,100
Task 11. Project Management for Construction Period		<ul style="list-style-type: none"> Restore task budget, accounting for changes in billing rates since 2015 	5,600
Total Augmentation Required			\$71,100

Note: Additional services and budget augmentations are not required for the shaded tasks.



Exhibit B-2 (2018 Billing Rate Schedule)

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

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
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
ENGINEERING TECHNOLOGY	
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
CONSTRUCTION MANAGEMENT	
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 AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH WEST YOST AND ASSOCIATES FOR DESIGN SUPPORT FOR THE CITY SIDE ZONE 3 PUMP STATION PROJECT (CIP 75121) AND THE TRACY HILLS PUMP STATION PROJECT (CIP 75158)

WHEREAS, Construction contracts for the Cityside Zone 3 Pump Station for Ellis Development and the Tracy Hills Pump Station were awarded by City Council on November 7, 2017, and November 21, 2017, respectively, and

WHEREAS, The projects were designed by West Yost and Associates and construction is in progress, and

WHEREAS, To accommodate timing concerns of these developments, the project was modified to separately serve Cityside Zone 3 properties and Tracy Hills Development, and

WHEREAS, On June 7, 2016, City Council authorized the Professional Services Agreement with West Yost and Associates for design of City's Zone 3 Pump Station as a separate project, and

WHEREAS, Due to the complexity of these two projects and the lack of as-built information, extensive unforeseen conditions were encountered on site, and

WHEREAS, These unforeseen conditions combined with bidding and coordination efforts during the bid award process have resulted in the proposed amendments to complete the additional work, and

WHEREAS, Upon the request of the City, West Yost and Associates submitted proposals to provide these additional services to support design during construction for both projects, and

WHEREAS, The estimated costs for performing these additional services are \$45,000 for the Cityside Zone 3 Pump Station Project and \$71,100 for the Tracy Hills Pump Station Project, and

WHEREAS, The cost associated with this amendment to the Cityside Zone 3 Pump Station and the Tracy Hills Pump Station Project will be paid through CIP 75121 and CIP 75158, respectively. CIP 75121 is funded from Development Impact fees (TIMP) and CIP 75158 is funded from Tracy Hills Development and has sufficient funds for payment of the proposed amendment;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the following:

1. Amendment No. 2 to Professional Services Agreement with West Yost and Associates for the design of an Interim Pump Station for the City's Zone 3 Water System to serve the Ellis Development to include additional services and increase compensation in an amount not to exceed \$45,000.

2. Amendment # 2 to Professional Services Agreement with West Yost and Associates for design of the Booster Pump Station at the John Jones Water Treatment Plant (JJWTP) to include additional services and increase compensation in an amount not to exceed \$ 71,100.

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 6th day of March, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM FEP

REQUEST

ADOPT A RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICERS AND EMPLOYEE CLASSIFICATIONS AS REQUIRED BY THE POLITICAL REFORM ACT

EXECUTIVE SUMMARY

The California Political Reform Act (Act), Government Code Section 81000 *et seq.*, requires certain City officials and employees to file economic disclosure forms ("Form 700") and abstain from making or participating in governmental decisions which have a reasonably foreseeable material effect on an economic interest. The Act requires each city to adopt a Conflict of Interest Code (Code) that designates which City officials must file a Form 700 and what financial interests they must disclose. The Act further requires that cities review and update their Code's biennially, on even-numbered calendar years. This item seeks Council's approval of an amended and updated Code.

DISCUSSION

The Act requires the City to adopt a local conflict of interest code that requires certain City employee classifications to disclose certain economic interests, depending upon their position and likelihood of influencing decisions where they have an economic interest at stake. The Act also requires cities to review their codes on a biennial basis to be conducted in even numbered years to ensure that the code reflects the organization's current staffing. The City last updated its Conflict of Interest Code on March 15, 2016 by adopting Resolution No. 2016-042.

The attached Conflict of Interest Code (Appendix II) lists designated City officers and classifications existing as of today's date and their respective categories of financial interests which must be disclosed in order to comply with state law and regulations established by the Fair Political Practices Commission. Some of the City officers and employees listed in the Code, such as members of the City Council and City Treasurer, are already required to file Form 700s under Government Code section 87200. This disclosure is intended to avoid conflicts of interest which could influence the decision making of City officers and employees.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDATION

That the City Council, adopt a resolution amending the City's Conflict of Interest

Agenda Item FEP
March 6, 2018
Page 2

Code for designated City officers and employee classifications as required by the Political Reform Act.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

ATTACHMENT

- A. Appendix I
- B. Appendix II

Appendix I

CONFLICT OF INTEREST CODE

Disclosure Categories for Statement of Economic Interests

Category 1 - All designated employees in this category shall disclose all sources of income, investments, interests in real property, and business positions required to be disclosed of those public officials named in Government Code section 87200.

Category 2 - All designated employees in this category shall disclose all sources of income, investments and business entities in which the designated employee holds a management position if the business entity engages in land development; construction; the provision of architectural, engineering or other services in connection with construction; the manufacture or sale of electrical, plumbing and other products used in construction; the acquisition or sale of real property or financing of land acquisition, development or construction.

Category 3 - All designated employees in this category shall disclose all sources of income, investments, and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the City of Tracy to provide services, supplies, materials, machinery or equipment.

Category 4 - All designated employees in this category shall disclose all sources of income, investments, and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the designated employee's department.

Appendix II

CITY OF TRACY CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS AND ASSIGNED DISCLOSURE CATEGORIES

Government Code section 87200 requires certain City officials and employees (Council Members, Planning Commissioners, City Attorney, City Manager, and City Treasurer) to file "Statement of Economic Interests." The following City officials, employees and consultants listed below are required, pursuant to Government Code section 87302 to file Statements of Economic Interests:

<u>Designated Positions</u>	<u>Disclosure Category</u>
<u>Governing Bodies/Commissions</u>	
*Mayor	1
*City Council Members	1
*Planning Commission	1
Tracy Arts Commission	1
Transportation Advisory Commission	1
Parks and Community Services Commission	1
Measure V Residents' Oversight Committee	1
<u>City Employees</u>	
Finance Director	1
Assistant City Attorney	1
Assistant City Manager	1
Assistant Director of DS /City Engineer	1
Chief Building Official	1
*City Attorney	1
City Clerk	3,4
*City Manager	1
*City Treasurer	1
Deputy City Attorney I/II	1
Development Services Director	1
Assistant Director of DS	1
Economic Development Manager	1
Division Manager II – Cultural Arts and Recreation	1
Human Resources Director	1
Human Resources Manager	4
Finance Division Manager	1
Fire Chief	1
Fire Division Chief	2,3,4
Parks and Recreation Director	1
Police Chief	1
Police Captain	4

Police Support Operations Manager	4
Public Works Director	1
Public Works Maintenance and Operations Supervisor	3
Utilities Director	1
Senior Civil Engineer	2

Designated Positions	Disclosure Categories
<p>Consultants Disclosure requirements will be determined on a case-by-case basis using the criteria contained in the Regulations of the Fair Political Practices Commission.</p>	
Legal Consultant	3,4

*These positions required to file pursuant to Government Code section 87200

RESOLUTION 2018-

ADOPT A RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICERS AND EMPLOYEE CLASSIFICATIONS AS REQUIRED BY THE POLITICAL REFORM ACT

WHEREAS, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate a conflict of interest code that designates the disclosure filing requirements for officials and employment positions that are involved in making or participating in making of governmental decisions; and

WHEREAS, the Conflict of Interest Code in effect for the City of Tracy was adopted by Resolution No. 2016-042; and

WHEREAS, Government Code section 87306.5 requires the City to review and revise its conflict of interest code biennially in even numbered years.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby

1. Repeals Resolution No. 2016-042 in its entirety.
2. Adopts The City of Tracy Conflict of Interest Code, attached as Appendix II to this Resolution,.
3. This Resolution shall be effective upon its adoption.

The foregoing Resolution 2018- , was passed and adopted by the Tracy City Council on the 6th day of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE BY APPROVING THE ESTABLISHMENT OF A NEW CLASSIFICATION SPECIFICATION AND SALARY RANGE FOR PARKS PLANNING AND DEVELOPMENT MANAGER

EXECUTIVE SUMMARY

This report recommends the establishment of a new classification of Parks Planning and Development Manager and amendment of the City's Compensation Plan and Master Pay Schedule to establish a salary range for this new classification.

DISCUSSION

The Parks Planning and Development Manager will be responsible for all activities related to the design, construction, renovation and long range planning of the parks, sports fields, street landscapes and related recreational facilities. This position will play a critical role in providing oversight of the upcoming Measure V Parks and Recreation Capital Improvement Projects (CIPs) and will provide complex staff assistance in the areas of park planning and development to the Parks and Recreation Director. This position's focus will be on Parks and Recreation CIPs.

The recommended salary range of this classification is \$7,205.04 - \$8,757.78 per month.

STRATEGIC PLAN

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

Governance Strategy

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

FISCAL IMPACT

A separate staff report will be presented to City Council for consideration of funding and adding the position to control roster.

RECOMMENDATION

That the City Council, by resolution, authorize the Human Resources Director or designee

Agenda Item 1.1

March 6, 2018

Page 2

to amend the City's Classification and Compensation Plans and Master Salary Schedule, to establish the new classification specification and salary range for Parks Planning and Development Manager.

Prepared by: Judy Carlos, Human Resources Analyst

Reviewed by: Brian MacDonald, Parks and Recreation Director
Midori Lichtwardt, Director of Human Resources
Karin Schnaider, Finance Director
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

Attachment: Exhibit A – Parks Planning and Development Manager Job Description
Exhibit B – Master Salary Schedule

City of Tracy

PARKS PLANNING & DEVELOPMENT MANAGER

Class Title: Parks Planning & Development Manager
Department: Parks & Recreation
EEO Code: 02
FLSA Status: Exempt

Class Code: XXXXX
Bargaining Unit: TMMBU
Effective Date: 03/06/18
Revision History:

DESCRIPTION

The Parks Planning & Development Manager plans, organizes, directs and coordinates the activities related to the design, construction, renovation and long range planning of the parks, sports fields, street landscapes and related recreational facilities, including oversight and implementation of the Parks Capital Improvement Plan and management of complex capital projects; provides highly complex staff assistance to the Parks and Recreation Director.

DISTINGUISHING CHARACTERISTICS

Receives administrative direction from the Parks and Recreation Director.

Exercises direct supervision over assigned technical and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Develop and implement divisional goals, objectives, policies and procedures.

Plan, organize and direct parks planning and development activities including land acquisition, planning, design and implementation.

Direct, oversee and participate in the development of Parks and Recreation work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products methods and procedures.

Oversee preparation and updating of standards for landscape and architectural design of parks, sports facilities, streetscaping, and public landscaping construction and related areas, ensuring consistency with Federal, State and local requirements.

Coordinate and oversee park and landscape development projects to include new construction, rehabilitation and developer-built projects; manage bid process, including pre-bid conferences and walk-throughs; provide technical information in the response to bidder inquiries; and administer construction projects, including managing project budgets and conducting field inspections.

Prepare operational and capital improvement budgets; assist in budget implementations; participates in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations of assigned staff; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Prepare requests for proposals, competitive sealed bids, requests for qualifications, or other solicitation packages and related documents, negotiations and administer contract with project participants and service providers; supervises and coordinate the work of consultants and contractors; resolves conflicts in a timely manner satisfying project needs and in keeping within budgetary constraints and established schedules.

Analyze Capital Improvement Program needs for the department and develop recommendations.

Receive and review projects from the Development Services Department and Public Works Department; determine compliance with all applicable policies and plans related regulations; review planned development and conditional use permits.

Respond to inquiries regarding general park development issues; disseminate information and seek clarification regarding development projects.

Conduct public and internal meetings regarding the design and development of new parks, sports and recreational facilities.

Review and evaluate municipal landscape and irrigation projects prepared by outside consultants; act as department representative with contractors and other City departments on landscape and irrigation projects.

Inspect City, developer and commercial landscape and irrigation installations.

Build and maintain positive working relationships with co-workers, other City employees, other agencies and the public using principles of good customer service.

Represent the department to outside agencies, organizations, and user groups; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports;

Prepare written correspondence.

Prepare and facilitate public meetings that deal with sensitive community concerns regarding park development/renovation projects; respond to citizen concerns and complaints.

Attend, prepare and present staff reports and informational items to City Council, Parks Commission, Planning Commission, and other commission and boards as assigned.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Parks Planning & Development Manager

Resolution XXXX-XXX Adopted 03/06/18

Knowledge of:

Principles and practices of park, sports and recreational facility, and landscape design, architecture, construction, maintenance and horticulture related to park and landscape planning and design and related recreational uses.

Principles and utilization of architecture tools, templates, scale and graphics.

Pertinent local, State and Federal rules, regulations, and laws.

Principles and practices of organizational analysis and management. Budgeting procedures and techniques.

Principles and practices of supervision, training and personnel management.

Principles and practices of leadership, motivation, team building and conflict resolution.

Modern office procedures, computer equipment and programs.

Ability to:

Organize and direct Parks Planning and Development operations. Conduct studies, prepare and present complex technical reports.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion. Interpret and apply City and department policies, procedures, rules and regulations. Prepare and administer a budget.

Establish and maintain cooperative working relationships with those contacted in the course of work. Communicate clearly and concisely, both orally and in writing.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in landscape architecture, parks and landscape construction, regional and community planning and/or capital improvement management, including one year providing technical and functional supervision over assigned personnel.

Education:

Bachelor's degree from an accredited college or university with major course work in landscape architecture, parks and recreation administration, ornamental or environmental horticulture, public administration, community development or related field.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain, an appropriate valid California Driver's License.

Possession of a valid Landscape Architect License in the State of California is highly desirable.

Status as a Certified Construction Manager (CCM) is highly desirable.

TOOLS AND EQUIPMENT

Must be able to effectively use a personal computer including word processing software, motor vehicle, cellular phone, calculator, fax machine, copier, architect and engineering rulers, etc.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is frequently required to use a keyboard; frequently required to use hands to grasp, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 10 pounds frequently; occasionally up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in a typical temperature controlled office environment subject to typical office noise. This position occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions.

EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A	3,106.60	6,213.20	74,558.40	35.8440
			B	3,261.93	6,523.86	78,286.32	37.6362
			C	3,425.03	6,850.06	82,200.72	39.5181
			D	3,596.28	7,192.56	86,310.72	41.4939
			E	3,776.09	7,552.18	90,626.16	43.5686
4112	Accounting Assistant	TSSU	A	1,975.90	3,951.80	47,421.60	22.7980
			B	2,074.70	4,149.40	49,792.80	23.9379
			C	2,178.43	4,356.86	52,282.32	25.1348
			D	2,287.36	4,574.72	54,896.64	26.3916
			E	2,401.73	4,803.46	57,641.52	27.7112
4203	Accounting Coordinator	TSSU	A	2,824.09	5,648.18	67,778.16	32.5844
			B	2,965.30	5,930.60	71,167.20	34.2137
			C	3,113.57	6,227.14	74,725.68	35.9244
			D	3,269.25	6,538.50	78,462.00	37.7207
			E	3,432.72	6,865.44	82,385.28	39.6068
3103	Accounting Officer*	TMMBU	A	4,048.20	8,096.40	97,156.80	46.7082
			B	4,250.61	8,501.22	102,014.64	49.0436
			C	4,463.13	8,926.26	107,115.12	51.4957
			D	4,686.29	9,372.58	112,470.96	54.0705
			E	4,920.60	9,841.20	118,094.40	56.7740
4201	Accounting Technician	TSSU	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
4101	Administrative Assistant I	TSSU	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
4102	Administrative Assistant II	TSSU	A	1,967.16	3,934.32	47,211.84	22.6971
			B	2,065.52	4,131.04	49,572.48	23.8320
			C	2,168.80	4,337.60	52,051.20	25.0237
			D	2,277.23	4,554.46	54,653.52	26.2747
			E	2,391.09	4,782.18	57,386.16	27.5884
4106	Administrative Assistant III	TSSU	A	2,085.80	4,171.60	50,059.20	24.0660
			B	2,190.09	4,380.18	52,562.16	25.2693
			C	2,299.60	4,599.20	55,190.40	26.5328
			D	2,414.58	4,829.16	57,949.92	27.8595
			E	2,535.31	5,070.62	60,847.44	29.2525

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4425	Airport Coordinator	TSSU	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
9322	Airport Operations Assistant	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
5522	Animal Services Aide	TEAMSTERS	A	1,348.39	2,696.78	32,361.36	15.5577
			B	1,415.82	2,831.64	33,979.68	16.3358
			C	1,486.62	2,973.24	35,678.88	17.1526
			D	1,560.95	3,121.90	37,462.80	18.0103
			E	1,638.99	3,277.98	39,335.76	18.9107
5521	Animal Services Officer I	TEAMSTERS	A	1,876.70	3,753.40	45,040.80	21.6534
			B	1,970.52	3,941.04	47,292.48	22.7359
			C	2,069.03	4,138.06	49,656.72	23.8725
			D	2,172.49	4,344.98	52,139.76	25.0662
			E	2,281.12	4,562.24	54,746.88	26.3196
5523	Animal Services Officer II	TEAMSTERS	A	2,060.45	4,120.90	49,450.80	23.7735
			B	2,163.48	4,326.96	51,923.52	24.9623
			C	2,271.66	4,543.32	54,519.84	26.2105
			D	2,385.24	4,770.48	57,245.76	27.5209
			E	2,504.52	5,009.04	60,108.48	28.8972
3621	Animal Services Supervisor	TMMBU	A	2,510.03	5,020.06	60,240.72	28.9608
			B	2,635.53	5,271.06	63,252.72	30.4088
			C	2,767.30	5,534.60	66,415.20	31.9292
			D	2,905.66	5,811.32	69,735.84	33.5256
			E	3,050.94	6,101.88	73,222.56	35.2018
9616	Aquatics Specialist	LS	A				17.3600
			B				18.2300
			C				19.1400
			D				20.1000
			E				21.1000
9634	Arts Education Coordinator	LS	A				21.6000
			B				22.6800
			C				23.8100
			D				25.0000
			E				26.2500

Legend:

* = asterisk

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
2573	Assistant City Attorney*	CMMBU	A	5,717.36	11,434.72	137,216.64	65.9670
			B	6,003.22	12,006.44	144,077.28	69.2653
			C	6,303.38	12,606.76	151,281.12	72.7285
			D	6,618.55	13,237.10	158,845.20	76.3649
			E	6,949.47	13,898.94	166,787.28	80.1831
3308	Assistant City Engineer*	TMMBU	A	4,824.54	9,649.08	115,788.96	55.6656
			B	5,065.77	10,131.54	121,578.48	58.4489
			C	5,319.06	10,638.12	127,657.44	61.3714
			D	5,585.01	11,170.02	134,040.24	64.4399
			E	5,864.27	11,728.54	140,742.48	67.6621
1502	Assistant City Manager*	DH	Min	6819.82	13639.64	163675.64	78.6872
			Max	8289.69	16579.38	198952.66	95.6466
3302	Assistant Civil Engineer*	TMMBU	A	3,247.67	6,495.34	77,944.08	37.4717
			B	3,410.05	6,820.10	81,841.20	39.3452
			C	3,580.56	7,161.12	85,933.44	41.3126
			D	3,759.59	7,519.18	90,230.16	43.3782
			E	3,947.56	7,895.12	94,741.44	45.5470
2682	Assistant Director DES*	CMMBU	A	5,460.42	10,920.84	131,050.08	63.0024
			B	5,733.44	11,466.88	137,602.56	66.1525
			C	6,020.12	12,040.24	144,482.88	69.4603
			D	6,321.12	12,642.24	151,706.88	72.9332
			E	6,637.17	13,274.34	159,292.08	76.5798
2681	Assistant Director DES/City Engineer*	CMMBU	A	5,720.77	11,441.54	137,298.48	66.0063
			B	6,006.80	12,013.60	144,163.20	69.3066
			C	6,307.15	12,614.30	151,371.60	72.7720
			D	6,622.50	13,245.00	158,940.00	76.4105
			E	6,953.64	13,907.28	166,887.36	80.2312
5232	Assistant Planner	TEAMSTERS	A	2,695.95	5,391.90	64,702.80	31.1059
			B	2,830.76	5,661.52	67,938.24	32.6614
			C	2,972.30	5,944.60	71,335.20	34.2945
			D	3,120.90	6,241.80	74,901.60	36.0090
			E	3,276.95	6,553.90	78,646.80	37.8095
3303	Associate Engineer*	TMMBU	A	3,648.43	7,296.86	87,562.32	42.0957
			B	3,830.84	7,661.68	91,940.16	44.2003
			C	4,022.39	8,044.78	96,537.36	46.4104
			D	4,223.51	8,447.02	101,364.24	48.7309
			E	4,434.68	8,869.36	106,432.32	51.1674
3202	Associate Planner*	TMMBU	A	3,087.59	6,175.18	74,102.16	35.6247
			B	3,241.97	6,483.94	77,807.28	37.4059
			C	3,404.07	6,808.14	81,697.68	39.2762
			D	3,574.27	7,148.54	85,782.48	41.2400
			E	3,752.99	7,505.98	90,071.76	43.3021

Legend:

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4451	Box Office Assistant	TSSU	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
4455	Box Office Coordinator	TSSU	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3104	Budget Officer*	TMMBU	A	4,048.20	8,096.40	97,156.80	46.7082
			B	4,250.61	8,501.22	102,014.64	49.0436
			C	4,463.13	8,926.26	107,115.12	51.4957
			D	4,686.29	9,372.58	112,470.96	54.0705
			E	4,920.60	9,841.20	118,094.40	56.7740
5218	Building and Fire Inspector I	TEAMSTERS	A	2,419.35	4,838.70	58,064.40	27.9145
			B	2,540.32	5,080.64	60,967.68	29.3103
			C	2,667.33	5,334.66	64,015.92	30.7757
			D	2,800.70	5,601.40	67,216.80	32.3145
			E	2,940.73	5,881.46	70,577.52	33.9302
5219	Building and Fire Inspector II	TEAMSTERS	A	3,089.90	6,179.80	74,157.60	35.6513
			B	3,244.41	6,488.82	77,865.84	37.4341
			C	3,406.62	6,813.24	81,758.88	39.3056
			D	3,576.95	7,153.90	85,846.80	41.2709
			E	3,755.79	7,511.58	90,138.96	43.3344
5211	Building Inspector I	TEAMSTERS	A	2,634.01	5,268.02	63,216.24	30.3913
			B	2,765.71	5,531.42	66,377.04	31.9108
			C	2,903.99	5,807.98	69,695.76	33.5063
			D	3,049.21	6,098.42	73,181.04	35.1818
			E	3,201.67	6,403.34	76,840.08	36.9409
5212	Building Inspector II	TEAMSTERS	A	2,942.76	5,885.52	70,626.24	33.9536
			B	3,089.90	6,179.80	74,157.60	35.6513
			C	3,244.41	6,488.82	77,865.84	37.4341
			D	3,406.62	6,813.24	81,758.88	39.3056
			E	3,576.95	7,153.90	85,846.80	41.2709
5321	Building Maintenance Worker	TEAMSTERS	A	2,161.49	4,322.98	51,875.76	24.9393
			B	2,269.56	4,539.12	54,469.44	26.1862
			C	2,383.04	4,766.08	57,192.96	27.4956
			D	2,502.19	5,004.38	60,052.56	28.8703
			E	2,627.32	5,254.64	63,055.68	30.3141

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5322	Building Maintenance Worker Assistant	TEAMSTERS	A	2,121.17	4,242.34	50,908.08	24.4741
			B	2,227.22	4,454.44	53,453.28	25.6977
			C	2,338.58	4,677.16	56,125.92	26.9826
			D	2,455.51	4,911.02	58,932.24	28.3317
			E	2,578.28	5,156.56	61,878.72	29.7482
3341	Building Official*	TMMBU	A	4,680.09	9,360.18	112,322.16	53.9990
			B	4,914.09	9,828.18	117,938.16	56.6989
			C	5,159.80	10,319.60	123,835.20	59.5339
			D	5,417.79	10,835.58	130,026.96	62.5106
			E	5,688.68	11,377.36	136,528.32	65.6361
4502	Building Permit Technician I	TSSU	A	2,147.04	4,294.08	51,528.96	24.7726
			B	2,254.39	4,508.78	54,105.36	26.0112
			C	2,367.11	4,734.22	56,810.64	27.3118
			D	2,485.47	4,970.94	59,651.28	28.6774
			E	2,609.75	5,219.50	62,634.00	30.1113
1506	City Attorney*	CONTRACT		8,312.50	16,625.00	199,500.00	95.9135
3110	City Clerk*	TMMBU	A	4,048.20	8,096.40	97,156.80	46.7082
			B	4,250.61	8,501.22	102,014.64	49.0436
			C	4,463.13	8,926.26	107,115.12	51.4957
			D	4,686.29	9,372.58	112,470.96	54.0705
			E	4,920.60	9,841.20	118,094.40	56.7740
1102	City Council Member*			292.50	585.00	7,020.00	
1501	City Manager*	CONTRACT		9,395.83	18,791.66	225,500.00	108.4135
1112	City Treasurer*			378.00	756.00	9,072.00	
9107	Clerical	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
3155	Code Compliance Analyst	TMMBU	A	2,940.17	5,880.34	70,564.08	33.9237
			B	3,087.18	6,174.36	74,092.32	35.6199
			C	3,241.54	6,483.08	77,796.96	37.4009
			D	3,403.62	6,807.24	81,686.88	39.2710
			E	3,573.80	7,147.60	85,771.20	41.2346
5202	Code Enforcement Officer	TEAMSTERS	A	2,499.14	4,998.28	59,979.36	28.8351
			B	2,624.10	5,248.20	62,978.40	30.2769
			C	2,755.31	5,510.62	66,127.44	31.7908
			D	2,893.07	5,786.14	69,433.68	33.3803
			E	3,037.73	6,075.46	72,905.52	35.0494

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5513	Community Services Officer	TEAMSTERS	A	2,054.96	4,109.92	49,319.04	23.7102
			B	2,157.72	4,315.44	51,785.28	24.8958
			C	2,265.59	4,531.18	54,374.16	26.1404
			D	2,378.87	4,757.74	57,092.88	27.4474
			E	2,497.84	4,995.68	59,948.16	28.8201
3623	Communications Unit Supervisor*	TMMBU	A	3,037.32	6,074.64	72,895.68	35.0447
			B	3,189.18	6,378.36	76,540.32	36.7968
			C	3,348.64	6,697.28	80,367.36	38.6367
			D	3,516.07	7,032.14	84,385.68	40.5685
			E	3,691.88	7,383.76	88,605.12	42.5970
9113	Community Access Coordinator	LS	A				23.7800
			B				24.9600
			C				26.2100
			D				27.5200
			E				28.9000
3210	Community Development Analyst*	TMMBU	A	3,087.59	6,175.18	74,102.16	35.6247
			B	3,241.97	6,483.94	77,807.28	37.4059
			C	3,404.07	6,808.14	81,697.68	39.2762
			D	3,574.27	7,148.54	85,782.48	41.2400
			E	3,752.99	7,505.98	90,071.76	43.3021
3206	Community Devel Program Manager*	TMMBU	A	4,680.07	9,360.14	112,321.68	53.9987
			B	4,914.07	9,828.14	117,937.68	56.6986
			C	5,159.78	10,319.56	123,834.72	59.5336
			D	5,417.77	10,835.54	130,026.48	62.5103
			E	5,688.66	11,377.32	136,527.84	65.6359
3315	Community Preservation Manager*	TMMBU	A	3,648.43	7,296.86	87,562.32	42.0957
			B	3,830.84	7,661.68	91,940.16	44.2003
			C	4,022.39	8,044.78	96,537.36	46.4104
			D	4,223.51	8,447.02	101,364.24	48.7309
			E	4,434.68	8,869.36	106,432.32	51.1674
5222	Construction Inspector I	TEAMSTERS	A	2,804.48	5,608.96	67,307.52	32.3581
			B	2,944.72	5,889.44	70,673.28	33.9762
			C	3,091.95	6,183.90	74,206.80	35.6750
			D	3,246.55	6,493.10	77,917.20	37.4588
			E	3,408.88	6,817.76	81,813.12	39.3317
5223	Construction Inspector II	TEAMSTERS	A	2,944.55	5,889.10	70,669.20	33.9743
			B	3,091.77	6,183.54	74,202.48	35.6729
			C	3,246.36	6,492.72	77,912.64	37.4566
			D	3,408.69	6,817.38	81,808.56	39.3295
			E	3,579.12	7,158.24	85,898.88	41.2960

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3501	Community Services Supervisor	TMMBU	A	3,387.46	6,774.92	81,299.04	39.0846
			B	3,556.83	7,113.66	85,363.92	41.0388
			C	3,734.67	7,469.34	89,632.08	43.0907
			D	3,921.40	7,842.80	94,113.60	45.2452
			E	4,117.47	8,234.94	98,819.28	47.5074
4605	Crime Analyst	TSSU	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
5514	Crime Prevention Specialist	TEAMSTERS	A	2,260.47	4,520.94	54,251.28	26.0813
			B	2,373.51	4,747.02	56,964.24	27.3856
			C	2,492.18	4,984.36	59,812.32	28.7548
			D	2,616.78	5,233.56	62,802.72	30.1925
			E	2,747.61	5,495.22	65,942.64	31.7020
5517	Crime Scene Technician	TEAMSTERS	A	2,392.71	4,785.42	57,425.04	27.6071
			B	2,512.35	5,024.70	60,296.40	28.9875
			C	2,637.96	5,275.92	63,311.04	30.4368
			D	2,769.86	5,539.72	66,476.64	31.9587
			E	2,908.36	5,816.72	69,800.64	33.5567
3622	Crime Scene Unit Supervisor	TMMBU	A	2,510.03	5,020.06	60,240.72	28.9608
			B	2,635.53	5,271.06	63,252.72	30.4088
			C	2,767.30	5,534.60	66,415.20	31.9292
			D	2,905.66	5,811.32	69,735.84	33.5256
			E	3,050.94	6,101.88	73,222.56	35.2018
1108	Cultural Arts Commissioner			Stipend \$50.00 per meeting			
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A	3,387.47	6,774.94	81,299.28	39.0847
			B	3,556.84	7,113.68	85,364.16	41.0389
			C	3,734.68	7,469.36	89,632.32	43.0908
			D	3,921.41	7,842.82	94,113.84	45.2453
			E	4,117.49	8,234.98	98,819.76	47.5077
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A	3,387.47	6,774.94	81,299.28	39.0847
			B	3,556.84	7,113.68	85,364.16	41.0389
			C	3,734.68	7,469.36	89,632.32	43.0908
			D	3,921.41	7,842.82	94,113.84	45.2453
			E	4,117.49	8,234.98	98,819.76	47.5077
9552	D.A.R.E Officer	LS	A				31.3900
			B				32.9600
			C				34.6000
			D				36.3300
			E				38.1500

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**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
2571	Deputy City Attorney I*	CMMBU	A	4,488.85	8,977.70	107,732.40	51.7924
			B	4,713.29	9,426.58	113,118.96	54.3820
			C	4,948.96	9,897.92	118,775.04	57.1012
			D	5,196.41	10,392.82	124,713.84	59.9563
			E	5,456.22	10,912.44	130,949.28	62.9540
2572	Deputy City Attorney II*	CMMBU	A	4,937.74	9,875.48	118,505.76	56.9717
			B	5,184.63	10,369.26	124,431.12	59.8204
			C	5,443.86	10,887.72	130,652.64	62.8114
			D	5,716.06	11,432.12	137,185.44	65.9520
			E	6,001.86	12,003.72	144,044.64	69.2496
4116	Deputy City Clerk	TSSU	A	2,610.09	5,220.18	62,642.16	30.1153
			B	2,740.60	5,481.20	65,774.40	31.6211
			C	2,877.62	5,755.24	69,062.88	33.2020
			D	3,021.51	6,043.02	72,516.24	34.8622
			E	3,172.58	6,345.16	76,141.92	36.6053
1515	Development & Engineering Services Directo	DH	Min	6681.26	13362.52	160350.22	77.0885
			Max	8119.70	16239.40	194872.68	93.6852
3433	Disaster Preparedness Plan Administrator	TMMBU	A	3,647.71	7,295.42	87,545.04	42.0873
			B	3,830.10	7,660.20	91,922.40	44.1918
			C	4,021.61	8,043.22	96,518.64	46.4014
			D	4,222.69	8,445.38	101,344.56	48.7215
			E	4,433.82	8,867.64	106,411.68	51.1575
2561	Division Manager I*	CMMBU	A	3,853.02	7,706.04	92,472.48	44.4562
			B	4,045.67	8,091.34	97,096.08	46.6790
			C	4,247.95	8,495.90	101,950.80	49.0129
			D	4,460.35	8,920.70	107,048.40	51.4636
			E	4,683.36	9,366.72	112,400.64	54.0367
3161	Division Manager I*	TMMBU	A	3,759.78	7,519.56	90,234.72	43.3804
			B	3,947.77	7,895.54	94,746.48	45.5494
			C	4,145.16	8,290.32	99,483.84	47.8269
			D	4,352.41	8,704.82	104,457.84	50.2182
			E	4,570.03	9,140.06	109,680.72	52.7291
3162	Division Manager II*	TMMBU	A	4,382.41	8,764.82	105,177.84	50.5643
			B	4,601.53	9,203.06	110,436.72	53.0925
			C	4,831.61	9,663.22	115,958.64	55.7472
			D	5,073.18	10,146.36	121,756.32	58.5344
			E	5,326.85	10,653.70	127,844.40	61.4613
3209	Economic Devel Management Analyst*	TMMBU	A	3,275.02	6,550.04	78,600.48	37.7872
			B	3,438.77	6,877.54	82,530.48	39.6766
			C	3,610.71	7,221.42	86,657.04	41.6604
			D	3,791.25	7,582.50	90,990.00	43.7435
			E	3,980.82	7,961.64	95,539.68	45.9308

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	4,048.20	8,096.40	97,156.80	46.7082
			B	4,250.61	8,501.22	102,014.64	49.0436
			C	4,463.13	8,926.26	107,115.12	51.4957
			D	4,686.29	9,372.58	112,470.96	54.0705
			E	4,920.60	9,841.20	118,094.40	56.7740
5324	Electrician	TEAMSTERS	A	2,554.23	5,108.46	61,301.52	29.4708
			B	2,681.96	5,363.92	64,367.04	30.9445
			C	2,816.04	5,632.08	67,584.96	32.4915
			D	2,956.85	5,913.70	70,964.40	34.1162
			E	3,104.69	6,209.38	74,512.56	35.8220
3711	Emergency Medical Services Manager*	TMMBU	A	3,647.71	7,295.42	87,545.04	42.0873
			B	3,830.10	7,660.20	91,922.40	44.1918
			C	4,021.61	8,043.22	96,518.64	46.4014
			D	4,222.69	8,445.38	101,344.56	48.7215
			E	4,433.82	8,867.64	106,411.68	51.1575
3309	Engineering Program Manager*	TMMBU	A	4,385.94	8,771.88	105,262.56	50.6051
			B	4,605.24	9,210.48	110,525.76	53.1353
			C	4,835.50	9,671.00	116,052.00	55.7921
			D	5,077.27	10,154.54	121,854.48	58.5816
			E	5,331.14	10,662.28	127,947.36	61.5108
5221	Engineering Technician I	TEAMSTERS	A	2,468.78	4,937.56	59,250.72	28.4848
			B	2,592.21	5,184.42	62,213.04	29.9090
			C	2,721.82	5,443.64	65,323.68	31.4044
			D	2,857.91	5,715.82	68,589.84	32.9746
			E	3,000.81	6,001.62	72,019.44	34.6234
5225	Engineering Technician II	TEAMSTERS	A	2,592.22	5,184.44	62,213.28	29.9091
			B	2,721.83	5,443.66	65,323.92	31.4045
			C	2,857.93	5,715.86	68,590.32	32.9748
			D	3,000.84	6,001.68	72,020.16	34.6237
			E	3,150.86	6,301.72	75,620.64	36.3547
5425	Environmental Compliance Officer	TEAMSTERS	A	2,519.80	5,039.60	60,475.20	29.0735
			B	2,645.78	5,291.56	63,498.72	30.5271
			C	2,778.06	5,556.12	66,673.44	32.0533
			D	2,916.97	5,833.94	70,007.28	33.6561
			E	3,062.82	6,125.64	73,507.68	35.3389
5424	Environmental Compliance Technician	TEAMSTERS	A	2,054.96	4,109.92	49,319.04	23.7102
			B	2,157.72	4,315.44	51,785.28	24.8958
			C	2,265.59	4,531.18	54,374.16	26.1404
			D	2,378.87	4,757.74	57,092.88	27.4474
			E	2,497.84	4,995.68	59,948.16	28.8201

Legend:

* = asterisk

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5313	Equipment Mechanic I	TEAMSTERS	A	2,268.87	4,537.74	54,452.88	26.1783
			B	2,382.31	4,764.62	57,175.44	27.4871
			C	2,501.42	5,002.84	60,034.08	28.8614
			D	2,626.49	5,252.98	63,035.76	30.3045
			E	2,757.81	5,515.62	66,187.44	31.8197
5314	Equipment Mechanic II	TEAMSTERS	A	2,382.30	4,764.60	57,175.20	27.4870
			B	2,501.42	5,002.84	60,034.08	28.8614
			C	2,626.48	5,252.96	63,035.52	30.3044
			D	2,757.81	5,515.62	66,187.44	31.8197
			E	2,895.70	5,791.40	69,496.80	33.4106
4108	Executive Assistant	TSSU	A	2,392.97	4,785.94	57,431.28	27.6101
			B	2,512.62	5,025.24	60,302.88	28.9907
			C	2,638.25	5,276.50	63,318.00	30.4402
			D	2,770.17	5,540.34	66,484.08	31.9623
			E	2,908.67	5,817.34	69,808.08	33.5603
2581	Executive Assistant to City Manager*	CMMBU	A	2,800.71	5,601.42	67,217.04	32.3146
			B	2,940.74	5,881.48	70,577.76	33.9303
			C	3,087.78	6,175.56	74,106.72	35.6269
			D	3,242.17	6,484.34	77,812.08	37.4082
			E	3,404.28	6,808.56	81,702.72	39.2786
3423	Facilities Maint Superintendent*	TMMBU	A	3,927.42	7,854.84	94,258.08	45.3146
			B	4,123.79	8,247.58	98,970.96	47.5804
			C	4,329.98	8,659.96	103,919.52	49.9594
			D	4,546.48	9,092.96	109,115.52	52.4574
			E	4,773.80	9,547.60	114,571.20	55.0802
9635	Facility Attendant	LS	A				14.5200
			B				15.2500
			C				16.0100
			D				16.8100
			E				17.6500
1522	Finance Director*	DH	Min	6233.63	12467.26	149607.07	71.9237
			Max	7570.91	15141.82	181701.87	87.3533
2525	Finance Division Manager*	CMMBU	A	4,491.09	8,982.18	107,786.16	51.8183
			B	4,715.64	9,431.28	113,175.36	54.4091
			C	4,951.43	9,902.86	118,834.32	57.1297
			D	5,199.00	10,398.00	124,776.00	59.9862
			E	5,458.96	10,917.92	131,015.04	62.9856
3715	Fire Battalion Chief*	TMMBU	A	4,339.70	8,679.40	104,152.80	35.7677
			B	4,556.69	9,113.38	109,360.56	37.5562
			C	4,784.51	9,569.02	114,828.24	39.4339
			D	5,023.74	10,047.48	120,569.76	41.4056
			E	5,274.93	10,549.86	126,598.32	43.4759

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
7105	Fire Captain	TFFA	A	3,467.51	6,935.02	83,220.24	28.5792
			B	3,641.00	7,282.00	87,384.00	30.0091
			C	3,822.93	7,645.86	91,750.32	31.5085
			D	4,014.08	8,028.16	96,337.92	33.0840
			E	4,214.78	8,429.56	101,154.72	34.7382
1514	Fire Chief*	DH	Min	6681.26	13362.52	160350.22	77.0885
			Max	8119.70	16239.40	194872.68	93.6852
2751	Fire Division Chief*	CMMBU	A	5,460.29	10,920.58	131,046.96	63.0009
			B	5,733.30	11,466.60	137,599.20	66.1509
			C	6,019.97	12,039.94	144,479.28	69.4585
			D	6,320.97	12,641.94	151,703.28	72.9315
			E	6,637.02	13,274.04	159,288.48	76.5781
7103	Fire Engineer	TFFA	A	3,051.79	6,103.58	73,242.96	25.1528
			B	3,204.36	6,408.72	76,904.64	26.4103
			C	3,364.60	6,729.20	80,750.40	27.7310
			D	3,532.83	7,065.66	84,787.92	29.1175
			E	3,709.47	7,418.94	89,027.28	30.5734
5213	Fire Inspector	TEAMSTERS	A	2,942.76	5,885.52	70,626.24	33.9536
			B	3,089.90	6,179.80	74,157.60	35.6513
			C	3,244.41	6,488.82	77,865.84	37.4341
			D	3,406.62	6,813.24	81,758.88	39.3056
			E	3,576.95	7,153.90	85,846.80	41.2709
2752	Fire Marshal*	CMMBU	A	4,796.16	9,592.32	115,107.84	55.3382
			B	5,035.96	10,071.92	120,863.04	58.1050
			C	5,287.77	10,575.54	126,906.48	60.0104
			D	5,552.16	11,104.32	133,251.84	64.0609
			E	5,829.76	11,659.52	139,914.24	67.2639
9563	Fire Reserve	LS	A				11.0000
7102	Firefighter	TFFA	A	2,703.66	5,407.32	64,887.84	22.2835
			B	2,838.83	5,677.66	68,131.92	23.3976
			C	2,980.78	5,961.56	71,538.72	24.5675
			D	3,129.81	6,259.62	75,115.44	25.7958
			E	3,286.30	6,572.60	78,871.20	27.0856
				410.78	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A	1,892.56	3,785.12	45,421.44	21.8364
7108	Firefighter/Paramedic	TFFA	A	3,041.77	6,083.54	73,002.48	25.0702
			B	3,193.86	6,387.72	76,652.64	26.3237
			C	3,353.56	6,707.12	80,485.44	27.6400
			D	3,521.23	7,042.46	84,509.52	29.0219
			E	3,697.30	7,394.60	88,735.20	30.4731

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3404	Fleet Supervisor	TMMBU	A	3,153.43	6,306.86	75,682.32	36.3843
			B	3,311.10	6,622.20	79,466.40	38.2035
			C	3,476.65	6,953.30	83,439.60	40.1136
			D	3,650.48	7,300.96	87,611.52	42.1193
			E	3,833.00	7,666.00	91,992.00	44.2252
4206	GIS Technician	TSSU	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
2511	Human Resources Analyst I*	CMMBU	A	2,918.55	5,837.10	70,045.20	33.6743
			B	3,064.48	6,128.96	73,547.52	35.3580
			C	3,217.69	6,435.38	77,224.56	37.1258
			D	3,378.58	6,757.16	81,085.92	38.9821
			E	3,547.51	7,095.02	85,140.24	40.9312
2512	Human Resources Analyst II*	CMMBU	A	3,356.24	6,712.48	80,549.76	38.7244
			B	3,524.05	7,048.10	84,577.20	40.6606
			C	3,700.25	7,400.50	88,806.00	42.6936
			D	3,885.27	7,770.54	93,246.48	44.8283
			E	4,079.54	8,159.08	97,908.96	47.0698
1518	Human Resources Director*	DH	Min	6233.63	12467.26	149607.07	71.9237
			Max	7570.91	15141.82	181701.82	87.3533
2562	Human Resources Manager*	CMMBU	A	4,491.09	8,982.18	107,786.16	51.8183
			B	4,715.64	9,431.28	113,175.36	54.4091
			C	4,951.43	9,902.86	118,834.32	57.1297
			D	5,199.00	10,398.00	124,776.00	59.9862
			E	5,458.96	10,917.92	131,015.04	62.9856
4301	Human Resources Technician	TSSU	A	2,275.05	4,550.10	54,601.20	26.2496
			B	2,388.80	4,777.60	57,331.20	27.5620
			C	2,508.24	5,016.48	60,197.76	28.9401
			D	2,633.65	5,267.30	63,207.60	30.3871
			E	2,765.33	5,530.66	66,367.92	31.9064
4204	Information Systems Technician I	TSSU	A	2,305.36	4,610.72	55,328.64	26.5993
			B	2,420.63	4,841.26	58,095.12	27.9293
			C	2,541.67	5,083.34	61,000.08	29.3258
			D	2,668.75	5,337.50	64,050.00	30.7921
			E	2,802.18	5,604.36	67,252.32	32.3316
4205	Information Systems Technician II	TSSU	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	Information Technology Manager*	CMMBU	A	4,491.09	8,982.18	107,786.16	51.8183
			B	4,715.64	9,431.28	113,175.36	54.4091
			C	4,951.43	9,902.86	118,834.32	57.1297
			D	5,199.00	10,398.00	124,776.00	59.9862
			E	5,458.96	10,917.92	131,015.04	62.9856
3111	Information Technology Specialist*	TMMBU	A	3,181.40	6,362.80	76,353.60	36.7070
			B	3,340.47	6,680.94	80,171.28	38.5424
			C	3,507.49	7,014.98	84,179.76	40.4695
			D	3,682.87	7,365.74	88,388.88	42.4930
			E	3,867.01	7,734.02	92,808.24	44.6176
5413	Instrumentation Technician	TEAMSTERS	A	2,809.65	5,619.30	67,431.60	32.4178
			B	2,950.14	5,900.28	70,803.36	34.0388
			C	3,097.65	6,195.30	74,343.60	35.7407
			D	3,252.53	6,505.06	78,060.72	37.5277
			E	3,415.15	6,830.30	81,963.60	39.4041
9108	Intern-Generalist	LS	A				15.1400
			B				15.8900
			C				16.6900
			D				17.5200
			E				18.4000
1503	Interim Assistant City Manager	DEPT HEAD	MIN	8,328.00	16,656.00	199,872.00	96.0886
			MAX	8,931.66	17,863.32	214,359.95	103.0537
5224	Junior Engineer	TEAMSTERS	A	2,851.03	5,702.06	68,424.72	32.8952
			B	2,993.58	5,987.16	71,845.92	34.5400
			C	3,143.25	6,286.50	75,438.00	36.2669
			D	3,300.41	6,600.82	79,209.84	38.0802
			E	3,465.43	6,930.86	83,170.32	39.9842
5423	Laboratory Quality Assurance Officer	TEAMSTERS	A	2,645.86	5,291.72	63,500.64	30.5280
			B	2,778.15	5,556.31	66,675.60	32.0543
			C	2,917.06	5,834.12	70,009.44	33.6571
			D	3,062.91	6,125.83	73,509.84	35.3399
			E	3,216.06	6,432.12	77,185.44	37.1070
5421	Laboratory Technician I	TEAMSTERS	A	2,240.31	4,480.62	53,767.44	25.8487
			B	2,352.32	4,704.64	56,455.68	27.1411
			C	2,469.94	4,939.88	59,278.56	28.4982
			D	2,593.43	5,186.86	62,242.32	29.9230
			E	2,723.10	5,446.20	65,354.40	31.4192
5422	Laboratory Technician II	TEAMSTERS	A	2,341.36	4,682.72	56,192.64	27.0147
			B	2,458.41	4,916.82	59,001.84	28.3652
			C	2,581.34	5,162.68	61,952.16	29.7835
			D	2,710.40	5,420.80	65,049.60	31.2726
			E	2,845.92	5,691.84	68,302.08	32.8363

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9303	Maintenance Aide	LS	A				12.3400
			B				12.9600
			C				13.6100
			D				14.2900
			E				15.0000
5504	Lead Public Safety Dispatcher	TEAMSTERS	A	2,739.82	5,479.64	65,755.68	31.6121
			B	2,876.81	5,753.62	69,043.44	33.1927
			C	3,020.66	6,041.32	72,495.84	34.8524
			D	3,171.69	6,343.38	76,120.56	36.5950
			E	3,330.28	6,660.56	79,926.72	38.4248
4109	Legal Secretary	TSSU	A	2,610.09	5,220.18	62,642.16	30.1153
			B	2,740.60	5,481.20	65,774.40	31.6211
			C	2,877.62	5,755.24	69,062.88	33.2020
			D	3,021.51	6,043.02	72,516.24	34.8622
			E	3,172.58	6,345.16	76,141.92	36.6053
9636	Lifeguard	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
5301	Maintenance Worker I	TEAMSTERS	A	1,669.96	3,339.92	40,079.04	19.2680
			B	1,753.46	3,506.92	42,083.04	20.2315
			C	1,841.13	3,682.26	44,187.12	21.2430
			D	1,933.19	3,866.38	46,396.56	22.3052
			E	2,029.86	4,059.72	48,716.64	23.4206
5303	Maintenance Worker II	TEAMSTERS	A	2,121.17	4,242.34	50,908.08	24.4741
			B	2,227.22	4,454.44	53,453.28	25.6977
			C	2,338.58	4,677.16	56,125.92	26.9826
			D	2,455.51	4,911.02	58,932.24	28.3317
			E	2,578.28	5,156.56	61,878.72	29.7482
3151	Management Analyst I*	TMMBU	A	2,847.92	5,695.84	68,350.08	32.8594
			B	2,990.31	5,980.62	71,767.44	34.5022
			C	3,139.83	6,279.66	75,355.92	36.2274
			D	3,296.81	6,593.62	79,123.44	38.0387
			E	3,461.66	6,923.32	83,079.84	39.9407
3152	Management Analyst II*	TMMBU	A	3,275.02	6,550.04	78,600.48	37.7872
			B	3,438.77	6,877.54	82,530.48	39.6766
			C	3,610.71	7,221.42	86,657.04	41.6604
			D	3,791.25	7,582.50	90,990.00	43.7435
			E	3,980.82	7,961.64	95,539.68	45.9308

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
1101	Mayor*			342.50	685.00	8,220.00	
4207	Media Services Coordinator	TSSU	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
5531	Meter Reader	TEAMSTERS	A	1,447.00	2,894.00	34,728.00	16.6955
			B	1,519.33	3,038.66	36,463.92	17.5301
			C	1,595.32	3,190.64	38,287.68	18.4068
			D	1,675.06	3,350.12	40,201.44	19.3269
			E	1,758.83	3,517.66	42,211.92	20.2934
1107	Parks Commissioner			Stipend of \$50.00 per meeting			
1516	Parks & Community Services Director*	DH	Min	6,233.62	12,467.24	149,606.97	71.9236
			Max	7,570.91	15,141.82	181,701.87	87.3533
3509	Parks Planning & Development Manager	TMMBU	A	3,602.52	7,205.04	86,460.48	41.5659
			B	3,782.65	7,565.30	90,783.60	43.6443
			C	3,971.78	7,943.56	95,322.72	45.8265
			D	4,170.37	8,340.74	100,088.88	48.1178
			E	4,378.89	8,757.78	105,093.36	50.5237
4202	Payroll Coordinator	TSSU	A	2,824.09	5,648.18	67,778.16	32.5844
			B	2,965.30	5,930.60	71,167.20	34.2137
			C	3,113.57	6,227.14	74,725.68	35.9244
			D	3,269.25	6,538.50	78,462.00	37.7207
			E	3,432.72	6,865.44	82,385.28	39.6068
1106	Planning Commissioner			Stipend of \$50.00 per meeting			
3306	Plan Check Engineer	TMMBU	A	4,385.82	8,771.64	105,259.68	50.6037
			B	4,605.11	9,210.22	110,522.64	53.1338
			C	4,835.37	9,670.74	116,048.88	55.7906
			D	5,077.14	10,154.28	121,851.36	58.5801
			E	5,331.00	10,662.00	127,944.00	61.5092
5215	Plans Check Examiner	TEAMSTERS	A	3,174.48	6,348.96	76,187.52	36.6272
			B	3,333.23	6,666.46	79,997.52	38.4589
			C	3,499.89	6,999.78	83,997.36	40.3818
			D	3,674.87	7,349.74	88,196.88	42.4007
			E	3,858.63	7,717.26	92,607.12	44.5209
5411	Plant Mechanic I	TEAMSTERS	A	2,559.25	5,118.50	61,422.00	29.5287
			B	2,687.21	5,374.42	64,493.04	31.0051
			C	2,821.58	5,643.16	67,717.92	32.5554
			D	2,962.65	5,925.30	71,103.60	34.1831
			E	3,110.79	6,221.58	74,658.96	35.8924

Legend:

* = asterisk

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5412	Plant Mechanic II	TEAMSTERS	A	2,623.22	5,246.44	62,957.28	30.2668
			B	2,754.38	5,508.76	66,105.12	31.7801
			C	2,892.11	5,784.22	69,410.64	33.3692
			D	3,036.70	6,073.40	72,880.80	35.0375
			E	3,188.53	6,377.06	76,524.72	36.7893
4601	Police Assistant	TSSU	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
6212	Police Captain*	TPMA	A	5,257.15	10,514.30	126,171.60	60.6571
			B	5,520.02	11,040.04	132,480.48	63.6901
			C	5,796.02	11,592.04	139,104.48	66.8746
			D	6,085.82	12,171.64	146,059.68	70.2183
			E	6,390.12	12,780.24	153,362.88	73.7293
1513	Police Chief*	DH	Min	7097.84	14195.68	170348.16	81.8950
			Max	8627.50	17255.00	207060.00	99.5442
6103	Police Corporal	TPOA	A	3,508.40	7,016.80	84,201.60	40.4800
			B	3,683.84	7,367.68	88,412.16	42.5042
			C	3,868.03	7,736.06	92,832.72	44.6294
			D	4,061.44	8,122.88	97,474.56	46.8610
			E	4,264.51	8,529.02	102,348.24	49.2040
9501	Police Intern/Parking Enforcement Officer	LS	A				14.4000
			B				15.1200
			C				15.8700
			D				16.6700
			E				17.5000
6211	Police Lieutenant*	TPMA	A	4,777.44	9,554.88	114,658.56	55.1222
			B	5,016.31	10,032.62	120,391.44	57.8783
			C	5,267.13	10,534.26	126,411.12	60.7722
			D	5,530.48	11,060.96	132,731.52	63.8108
			E	5,807.00	11,614.00	139,368.00	67.0013
6102	Police Officer	TPOA	A	3,189.46	6,378.92	76,547.04	36.8000
			B	3,348.93	6,697.86	80,374.32	38.6400
			C	3,516.39	7,032.78	84,393.36	40.5722
			D	3,692.22	7,384.44	88,613.28	42.6009
			E	3,876.82	7,753.64	93,043.68	44.7308
4103	Police Records Assistant I	TSSU	A	1,996.79	3,993.58	47,922.96	23.0390
			B	2,096.63	4,193.26	50,319.12	24.1910
			C	2,201.47	4,402.94	52,835.28	25.4006
			D	2,311.54	4,623.08	55,476.96	26.6706
			E	2,427.12	4,854.24	58,250.88	28.0042

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4104	Police Records Assistant II	TSSU	A	2,096.61	4,193.22	50,318.64	24.1907
			B	2,201.45	4,402.90	52,834.80	25.4004
			C	2,311.51	4,623.02	55,476.24	26.6702
			D	2,427.09	4,854.18	58,250.16	28.0038
			E	2,548.45	5,096.90	61,162.80	29.4041
9551	Police Reserve	LS	A				35.0000
6105	Police Sergeant	TPOA	A	3,843.49	7,686.98	92,243.76	44.3463
			B	4,035.68	8,071.36	96,856.32	46.5637
			C	4,237.47	8,474.94	101,699.28	48.8920
			D	4,449.34	8,898.68	106,784.16	51.3366
			E	4,671.82	9,343.64	112,123.68	53.9035
2712	Police Support Operations Manager*	CMMBU	A	5,083.26	10,166.52	121,998.24	58.6507
			B	5,337.43	10,674.86	128,098.32	61.5834
			C	5,604.30	11,208.60	134,503.20	64.6625
			D	5,884.51	11,769.02	141,228.24	67.8956
			E	6,178.74	12,357.48	148,289.76	71.2904
4701	Police Support Services Technician	TSSU	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
6101	Police Trainee (Non-Sworn)	TPOA	A	2,773.36	5,546.72	66,560.64	31.9991
9638	Pool Manager	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000
5408	Principal WWTP Operator	TEAMSTERS	A	3,370.70	6,741.40	80,896.80	38.8912
			B	3,539.23	7,078.46	84,941.52	40.8357
			C	3,716.20	7,432.40	89,188.80	42.8776
			D	3,902.01	7,804.02	93,648.24	45.0215
			E	4,097.11	8,194.22	98,330.64	47.2725
9533	Professional Standards Officer	LS	A				44.8400
			B				47.0800
			C				49.4300
			D				51.9000
			E				54.5000
9110	Program Assistant	LS	Min				11.0000
			Max				18.9400
9231	Project Specialist I	LS	Min				11.0000
			Max				36.6800

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9232	Project Specialist II	LS	Min				36.6900
			Max				103.4000
5518	Property and Evidence Technician	TEAMSTERS	A	2,153.45	4,306.90	51,682.80	24.8465
			B	2,261.12	4,522.24	54,266.88	26.0888
			C	2,374.18	4,748.36	56,980.32	27.3933
			D	2,492.89	4,985.78	59,829.36	28.7630
			E	2,617.53	5,235.06	62,820.72	30.2011
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,378.45	4,756.90	57,082.80	27.4426
			B	2,497.37	4,994.74	59,936.88	28.8147
			C	2,622.24	5,244.48	62,933.76	30.2555
			D	2,753.35	5,506.70	66,080.40	31.7682
			E	2,891.03	5,782.06	69,384.72	33.3568
9512	Public Safety Dispatcher II - Per Diem	LS	A				28.5800
			B				30.0100
			C				31.5100
			D				33.0900
			E				34.7400
5503	Public Safety Dispatcher II	TEAMSTERS	A	2,609.35	5,218.70	62,624.40	30.1067
			B	2,739.82	5,479.64	65,755.68	31.6121
			C	2,876.81	5,753.62	69,043.44	33.1927
			D	3,020.66	6,041.32	72,495.84	34.8524
			E	3,171.69	6,343.38	76,120.56	36.5950
1512	Public Works Director*	DH	Min	6233.62	12467.24	149606.97	71.9236
			Max	7570.91	15141.82	181701.87	87.3533
3405	Public Works Supervisor	TMMBU	A	3,153.43	6,306.86	75,682.32	36.3843
			B	3,311.10	6,622.20	79,466.40	38.2035
			C	3,476.65	6,953.30	83,439.60	40.1136
			D	3,650.48	7,300.96	87,611.52	42.1193
			E	3,833.00	7,666.00	91,992.00	44.2252
3401	PW Maint & Operations Superintendent*	TMMBU	A	3,784.65	7,569.30	90,831.60	43.6674
			B	3,973.88	7,947.76	95,373.12	45.8507
			C	4,172.58	8,345.16	100,141.92	48.1433
			D	4,381.21	8,762.42	105,149.04	50.5505
			E	4,600.26	9,200.52	110,406.24	53.0779
9517	Range Master	LS	A				26.9000
			B				28.2500
			C				29.6600
			D				31.1400
			E				32.7000

Legend:

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4105	Receptionist	TSSU	A	1,610.75	3,221.50	38,658.00	18.5849
			B	1,691.29	3,382.58	40,590.96	19.5141
			C	1,775.86	3,551.72	42,620.64	20.4899
			D	1,864.65	3,729.30	44,751.60	21.5144
			E	1,957.88	3,915.76	46,989.12	22.5901
3626	Records Unit Supervisor*	TMMBU	A	2,862.08	5,724.16	68,689.92	33.0227
			B	3,005.19	6,010.38	72,124.56	34.6739
			C	3,155.44	6,310.88	75,730.56	36.4075
			D	3,313.22	6,626.44	79,517.28	38.2280
			E	3,478.87	6,957.74	83,492.88	40.1393
9631	Recreation Leader I	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9632	Recreation Leader II	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
9633	Recreation Leader III	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000
4401	Recreation Prgm Coordinator I	TSSU	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
4402	Recreation Prgm Coordinator II	TSSU	A	2,576.81	5,153.62	61,843.44	29.7313
			B	2,705.64	5,411.28	64,935.36	31.2177
			C	2,840.92	5,681.84	68,182.08	32.7786
			D	2,982.97	5,965.94	71,591.28	34.4176
			E	3,132.11	6,264.22	75,170.64	36.1383
3511	Recreation Service Manager*	TMMBU	A	3,897.48	7,794.96	93,539.52	44.9692
			B	4,092.35	8,184.70	98,216.40	47.2176
			C	4,296.97	8,593.94	103,127.28	49.5785
			D	4,511.83	9,023.66	108,283.92	52.0576
			E	4,737.42	9,474.84	113,698.08	54.6604

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3513	Recreation Services Program Manager*	TMMBU	A	3,726.19	7,452.38	89,428.56	42.9928
			B	3,912.51	7,825.02	93,900.24	45.1426
			C	4,108.13	8,216.26	98,595.12	47.3997
			D	4,313.54	8,627.08	103,524.96	49.7697
			E	4,529.22	9,058.44	108,701.28	52.2582
3505	Recreation Services Supervisor*	TMMBU	A	3,387.46	6,774.92	81,299.04	39.0846
			B	3,556.83	7,113.66	85,363.92	41.0388
			C	3,734.67	7,469.34	89,632.08	43.0907
			D	3,921.40	7,842.80	94,113.60	45.2452
			E	4,117.47	8,234.94	98,819.28	47.5074
9626	Recreation Specialized Instructor	LS	Min				11.0000
			Max				39.0200
3433	Safety Coordinator	TMMBU	A	2,847.92	5,695.84	68,350.08	32.8594
			B	2,990.31	5,980.62	71,767.44	34.5022
			C	3,139.83	6,279.66	75,355.92	36.2274
			D	3,296.81	6,593.62	79,123.44	38.0387
			E	3,461.66	6,923.32	83,079.84	39.9407
3105	Senior Accountant*	TMMBU	A	3,520.20	7,040.40	84,484.80	40.6161
			B	3,696.21	7,392.42	88,709.04	42.6469
			C	3,881.03	7,762.06	93,144.72	44.7794
			D	4,075.08	8,150.16	97,801.92	47.0183
			E	4,278.84	8,557.68	102,692.16	49.3693
4113	Senior Accounting Assistant	TSSU	A	2,177.89	4,355.78	52,269.36	25.1285
			B	2,286.79	4,573.58	54,882.96	26.3850
			C	2,401.13	4,802.26	57,627.12	27.7043
			D	2,521.19	5,042.38	60,508.56	29.0895
			E	2,647.25	5,294.50	63,534.00	30.5440
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,377.65	4,755.30	57,063.60	27.4334
			B	2,496.53	4,993.06	59,916.72	28.8050
			C	2,621.35	5,242.70	62,912.40	30.2452
			D	2,752.42	5,504.84	66,058.08	31.7575
			E	2,890.06	5,780.12	69,361.44	33.3456
5325	Senior Electrician	TEAMSTERS	A	2,809.65	5,619.30	67,431.60	32.4178
			B	2,950.14	5,900.28	70,803.36	34.0388
			C	3,097.65	6,195.30	74,343.60	35.7407
			D	3,252.53	6,505.06	78,060.72	37.5277
			E	3,415.15	6,830.30	81,963.60	39.4041
3304	Senior Engineer*	TMMBU	A	4,385.94	8,771.88	105,262.56	50.6051
			B	4,605.24	9,210.48	110,525.76	53.1353
			C	4,835.50	9,671.00	116,052.00	55.7921
			D	5,077.27	10,154.54	121,854.48	58.5816
			E	5,331.14	10,662.28	127,947.36	61.5108

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,501.43	5,002.86	60,034.32	28.8615
			B	2,626.49	5,252.98	63,035.76	30.3045
			C	2,757.83	5,515.66	66,187.92	31.8199
			D	2,895.71	5,791.42	69,497.04	33.4108
			E	3,040.49	6,080.98	72,971.76	35.0812
2513	Senior Human Resources Analyst*	CMMBU	A	3,679.01	7,358.02	88,296.24	42.4485
			B	3,862.95	7,725.90	92,710.80	44.5708
			C	4,056.10	8,112.20	97,346.40	46.7994
			D	4,258.91	8,517.82	102,213.84	49.1394
			E	4,471.86	8,943.72	107,324.64	51.5964
4208	Senior Information Systems Technician	TSSU	A	2,916.27	5,832.54	69,990.48	33.6480
			B	3,062.08	6,124.16	73,489.92	35.3303
			C	3,215.19	6,430.38	77,164.56	37.0969
			D	3,375.95	6,751.90	81,022.80	38.9518
			E	3,544.74	7,089.48	85,073.76	40.8993
9637	Senior Lifeguard	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
5305	Senior Maintenance Worker	TEAMSTERS	A	2,335.18	4,670.36	56,044.32	26.9433
			B	2,451.92	4,903.84	58,846.08	28.2903
			C	2,574.52	5,149.04	61,788.48	29.7049
			D	2,703.26	5,406.52	64,878.24	31.1903
			E	2,838.41	5,676.82	68,121.84	32.7496
3203	Senior Planner*	TMMBU	A	3,759.77	7,519.54	90,234.48	43.3803
			B	3,947.76	7,895.52	94,746.24	45.5493
			C	4,145.15	8,290.30	99,483.60	47.8268
			D	4,352.40	8,704.80	104,457.60	50.2181
			E	4,570.02	9,140.04	109,680.48	52.7290
5402	Senior Water Plant Operator	TEAMSTERS	A	2,934.99	5,869.98	70,439.76	33.8640
			B	3,081.74	6,163.48	73,961.76	35.5572
			C	3,235.83	6,471.66	77,659.92	37.3351
			D	3,397.62	6,795.24	81,542.88	39.2018
			E	3,567.50	7,135.00	85,620.00	41.1619
5407	Senior WW Plant Operator	TEAMSTERS	A	2,754.78	5,509.56	66,114.72	31.7847
			B	2,892.49	5,784.98	69,419.76	33.3736
			C	3,037.12	6,074.24	72,890.88	35.0423
			D	3,188.98	6,377.96	76,535.52	36.7945
			E	3,348.45	6,696.90	80,362.80	38.6345
9101	Student Clerk	LS	A				11.0000

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EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3343	Supervising Building & Fire Inspector	TMMBU	A	3,366.07	6,732.14	80,785.68	38.8378
			B	3,534.37	7,068.74	84,824.88	40.7796
			C	3,711.09	7,422.18	89,066.16	42.8186
			D	3,896.64	7,793.28	93,519.36	44.9595
			E	4,091.48	8,182.96	98,195.52	47.2076
3345	Supervising Construction Inspector	TMMBU	A	3,508.70	7,017.40	84,208.80	40.4834
			B	3,684.14	7,368.28	88,419.36	42.5077
			C	3,868.35	7,736.70	92,840.40	44.6331
			D	4,061.76	8,123.52	97,482.24	46.8647
			E	4,264.85	8,529.70	102,356.40	49.2079
3344	Supervising Plans Examiner*	TMMBU	A	3,301.04	6,602.08	79,224.96	38.0875
			B	3,466.09	6,932.18	83,186.16	39.9918
			C	3,639.40	7,278.80	87,345.60	41.9915
			D	3,821.37	7,642.74	91,712.88	44.0910
			E	4,012.44	8,024.88	96,298.56	46.2956
3523	Technical Theatre Supervisor*	TMMBU	A	2,812.11	5,624.22	67,490.64	32.4462
			B	2,952.72	5,905.44	70,865.28	34.0685
			C	3,100.35	6,200.70	74,408.40	35.7719
			D	3,255.37	6,510.74	78,128.88	37.5605
			E	3,418.14	6,836.28	82,035.36	39.4386
4461	Theatre Operations & Tech Asst	TSSU	A	1,967.16	3,934.32	47,211.84	22.6971
			B	2,065.52	4,131.04	49,572.48	23.8320
			C	2,168.80	4,337.60	52,051.20	25.0237
			D	2,277.23	4,554.46	54,653.52	26.2747
			E	2,391.09	4,782.18	57,386.16	27.5884
9361	Theatre Technician	LS	A				25.6400
			B				26.9200
			C				28.2600
			D				29.6800
			E				31.1600
1109	Transportation Commissioner			Stipend \$50.00 per meeting			
1520	Utilities Director*	DH	Min	6681.26	13362.52	160350.22	77.0885
			Max	8119.70	16239.40	194872.68	93.6852
3424	Utilities Laboratory Supervisor*	TMMBU	A	3,534.70	7,069.40	84,832.80	40.7834
			B	3,711.43	7,422.86	89,074.32	42.8225
			C	3,897.00	7,794.00	93,528.00	44.9637
			D	4,091.85	8,183.70	98,204.40	47.2118
			E	4,296.44	8,592.88	103,114.56	49.5724

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3403	Utility Lines Maintenance Superintendent*	TMMBU	A	3,856.05	7,712.10	92,545.20	44.4912
			B	4,048.85	8,097.70	97,172.40	46.7157
			C	4,251.29	8,502.58	102,030.96	49.0515
			D	4,463.86	8,927.72	107,132.64	51.5041
			E	4,687.05	9,374.10	112,489.20	54.0793
5404	Utility Operator	TEAMSTERS	A	3,143.69	6,287.38	75,448.56	36.2720
			B	3,300.86	6,601.72	79,220.64	38.0854
			C	3,465.91	6,931.82	83,181.84	39.9897
			D	3,639.20	7,278.40	87,340.80	41.9892
			E	3,821.16	7,642.32	91,707.84	44.0886
9351	Water Patrol Aide	LS	A				13.0100
			B				13.6600
			C				14.3400
			D				15.0600
			E				15.8100
5401	Water Plant Operator	TEAMSTERS	A	2,676.99	5,353.98	64,247.76	30.8872
			B	2,810.84	5,621.68	67,460.16	32.4315
			C	2,951.40	5,902.80	70,833.60	34.0533
			D	3,098.96	6,197.92	74,375.04	35.7559
			E	3,253.93	6,507.86	78,094.32	37.5439
5403	Water Plant Operator-In-Training	TEAMSTERS	A	2,221.92	4,443.84	53,326.08	25.6366
			B	2,333.03	4,666.06	55,992.72	26.9185
			C	2,449.67	4,899.34	58,792.08	28.2643
			D	2,572.16	5,144.32	61,731.84	29.6776
			E	2,700.76	5,401.52	64,818.24	31.1614
3421	Water Plant Superintendent*	TMMBU	A	3,856.05	7,712.10	92,545.20	44.4912
			B	4,048.85	8,097.70	97,172.40	46.7157
			C	4,251.29	8,502.58	102,030.96	49.0515
			D	4,463.86	8,927.72	107,132.64	51.5041
			E	4,687.05	9,374.10	112,489.20	54.0793
3431	Water Resources Coordinator*	TMMBU	A	2,501.00	5,002.00	60,024.00	28.8566
			B	2,626.05	5,252.10	63,025.20	30.2994
			C	2,757.36	5,514.72	66,176.64	31.8145
			D	2,895.22	5,790.44	69,485.28	33.4051
			E	3,039.98	6,079.96	72,959.52	35.0753
9112	Webmaster/Information Systems	LS	A				31.3000
			B				32.8700
			C				34.5100
			D				36.2400
			E				38.0500

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT B

**City of Tracy
Master Salary Schedule**

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	WW Operations Superintendent*	TMMBU	A	3,927.42	7,854.84	94,258.08	45.3146
			B	4,123.79	8,247.58	98,970.96	47.5804
			C	4,329.98	8,659.96	103,919.52	49.9594
			D	4,546.48	9,092.96	109,115.52	52.4574
			E	4,773.80	9,547.60	114,571.20	55.0802
5406	WW Plant Operator	TEAMSTERS	A	2,512.64	5,025.28	60,303.36	28.9909
			B	2,638.27	5,276.54	63,318.48	30.4404
			C	2,770.18	5,540.36	66,484.32	31.9624
			D	2,908.68	5,817.36	69,808.32	33.5604
			E	3,054.12	6,108.24	73,298.88	35.2385
5405	WW Plant Operator-In-Training	TEAMSTERS	A	2,085.49	4,170.98	50,051.76	24.0624
			B	2,189.77	4,379.54	52,554.48	25.2656
			C	2,299.25	4,598.50	55,182.00	26.5288
			D	2,414.22	4,828.44	57,941.28	27.8553
			E	2,534.92	5,069.84	60,838.08	29.2480

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

RESOLUTION 2018-_____

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE BY APPROVING THE ESTABLISHMENT OF A NEW CLASSIFICATION SPECIFICATION AND SALARY RANGE FOR PARKS PLANNING AND DEVELOPMENT MANAGER

WHEREAS, The City has established Classification and Compensation Plans and Position Control Roster, and

WHEREAS, The City has completed classification reviews to establish a new class specification and salary range, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans, Master Salary Schedule effective March 6, 2018, as follows:

Establish Classification and Compensation:

Parks Planning and Development Manager: \$7,205.04 to \$8,757.78 monthly.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Human Resources Director or designee to amend the City's Classification and Compensation Plans and Master Salary Schedule to include the established classification.

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 6th day of March, 2018, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

APPROVE SIDE LETTERS OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA), THE TRACY FIRE FIGHTERS ASSOCIATION (TFFA), THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA), AND THE TRACY MID-MANAGERS BARGAINING UNITS (TMMBU) TO ALIGN THE TERMS OF THE BARGAINING AGREEMENT WITH THE CALPERS REPORTING REQUIREMENTS

EXECUTIVE SUMMARY

A recent CalPERS compensation audit uncovered a discrepancy in the manner in which the City has been reporting compensation to CalPERS for Holiday In-Lieu Pay and Floating Holidays. CalPERS requires the City to align its language to historical payment practices.

DISCUSSION

CalPERS conducted a routine review of special compensation reported between July 1, 2013 and June 30, 2016 to determine if the compensation earnable was accurately reported. The Holiday In-Lieu pay rate and floating holidays reported as recognized holidays were two areas specifically identified in the review.

Due to nature of emergency services, work schedules and staffing levels, employees in sworn positions have limited opportunities to observe City recognized holidays. As a result, employees receive compensation in-lieu of time off on holidays. In one instance, the formula used to calculate holiday pay reported to CalPERS included special compensation which was not provided in the bargaining agreement. In addition, floating holidays are not considered recognized holidays by CalPERS and do not meet the definition of "special compensation" pursuant to Government Code Section 20636 and California Code of Regulations Section 571(a). Historically, the City compensated floating holidays consistent with recognized holidays and reported that as special compensation. This action will amend the bargaining agreements to compensate holiday hours not used during a given six month period at the rate of base salary plus eligible incentives.

The Human Resources Department and Tracy Police Officers' Association, Tracy Fire Fighters Association, Tracy Police Management Association and the Tracy Mid-Managers Bargaining Unit request approval of the Side Letters to the respective Memorandum of Understanding approved by Council.

FISCAL IMPACT

The amended language aligns the terms of the bargaining agreement with the CalPERS reporting requirements and historical compensation reported to CalPERS and therefore no additional funds are being requested.

Agenda Item 1.J
March 6, 2018
Page 2

RECOMMENDATION

That the City Council approve, by resolution, Side Letters of Agreement between the City of Tracy and the Tracy Police Officers Association (TPOA), The Tracy Fire Fighters Association (TFFA), The Tracy Police Management Association (TPMA), and the Tracy Mid-Managers Bargaining Unit (TMMBU) to align the bargaining agreement with the CalPERS reporting requirement and authorize the Human Resources Director to execute the side letters.

Prepared by: Kimberly Murdaugh, Human Resources Manager

Reviewed by: Midori Lichtwardt, Human Resources Director

Approved by: Karin Schnaider, Finance Director

Attachment: Exhibit "A" - Side Letter Amending TPOA MOU Holidays
Exhibit "B" - Side Letter Amending TFFA MOU Holidays
Exhibit "C" - Side Letter Amending TPMA MOU Holidays
Exhibit "D" - Side Letter Amending TMMBU MOU In-Lieu Pay for Holidays for Battalion Chiefs

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY POLICE OFFICERS ASSOCIATION (TPOA) HOLIDAYS

The City of Tracy and Tracy Police Officers Association (TPOA) agree to enter into this side letter to update the language set forth in section 10.1 and 10.2 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2018. Section 10.1 and Section 10.2 of the MOU effective July 1, 2013 provides as follows:

10.1 Paid Holidays for Employees on Monday through Friday Work Schedules

~~On January 1 and July 1 of each year, or prorated thereto, regular full-time employees, shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Employees assigned to a Monday through Friday schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the City of Tracy.~~

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

~~The following are authorized holidays:~~

- ~~New Year's Day (January 1)~~
- ~~Martin Luther King, Jr. Day (3rd Monday in January)~~
- ~~President's Birthday (3rd Monday in February)~~
- ~~Memorial Day (Last Monday in May)~~
- ~~Independence Day (July 4)~~
- ~~Labor Day (1st Monday in September)~~
- ~~Veteran's Day (November 11)~~
- ~~Thanksgiving Day (4th Thursday in November)~~
- ~~Day after Thanksgiving Day (4th Friday in November)~~
- ~~Christmas Eve (December 24)~~
- ~~Christmas Day (December 25)~~
- ~~Floating Holidays (2)~~

~~Saturday and Sunday Holidays~~

~~If a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.~~

10.2 Holiday In-Lieu Pay for Employees Working in a Seven (7) Day Operation

~~On January 1 and July 1 of each year, or prorated thereto, regular full-time ~~E~~employees shall be ~~credited~~ granted a bank of with six and one-half (6 1/2) ~~fifty-two (52) hours of~~ holidays ~~leave, for each six (6) months.~~ Employees shall be compensated for holidays ~~leave hours~~ not used during a given six (6) month period at the holiday in-Lieu pay rate. Requests for use of holiday ~~leaves~~ shall be subject to Police Chief's approval.~~

The holiday in-Lieu pay rate shall be calculated as follows:

July 1, 2013 through December 31, 2017:

Annual salary (base salary + incentives in effect during the previous six month period) divided by 2,080 hours = Hourly Rate x 8 = Holiday-in-Lieu Pay.

Beginning January 1, 2018:

Annual salary (base salary + incentives) divided by 2,080 hours = Hourly Rate x 8 = Holiday-in-Lieu Pay.

Nothing in this side letter is intended to increase or decrease any prior payment.

Holiday in-Lieu pay will be paid on separate checks on the regular payday for the pay period that includes June 30 and December 15. ~~Holidays will be paid at the pay rate during the period in which the holidays were earned.~~

FOR THE City of Tracy

FOR THE Tracy Police Officers Association

Date: _____
Randall Bradley
Interim City Manager

Date: _____
Ricardo Hernandez
President of TPOA

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY FIRE FIGHTERS ASSOCIATION (TFFA)
HOLIDAYS**

The City of Tracy and Tracy Fire Fighters Association (TFFA) agree to enter into this side letter to update the language set forth in section 10.1, 10.2 and 10.3 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2018. Section 10.1 of the MOU effective July 1, 2013 provides as follows:

10.1 Paid Holidays

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a forty (40) hour schedule shall be granted a bank of fifty-two (52) hours of holiday leave. Employees on a forty (40) hour schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the City of Tracy.

~~Full time employees on a forty (40) hour schedule shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.~~

~~The following are authorized holidays:~~

- ~~New Year's Day (January 1)~~
- ~~Martin Luther King, Jr. Day (3rd Monday in January)~~
- ~~President's Birthday (3rd Monday in February)~~
- ~~Memorial Day (Last Monday in May)~~
- ~~Independence Day (July 4)~~
- ~~Labor Day (1st Monday in September)~~
- ~~Veteran's Day (November 11)~~
- ~~Thanksgiving Day (4th Thursday in November)~~
- ~~Day after Thanksgiving Day (4th Friday in November)~~
- ~~Christmas Eve (December 24)~~
- ~~Christmas Day (December 25)~~
- ~~Floating Holidays (2)~~

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate.

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

10.2 Saturday and Sunday Holidays

~~Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.~~

10.3 Holiday In-Lieu Pay

Holiday in-Lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay.

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual ~~base~~ salary (base salary + incentives in effect during the previous six month period period) divided by 2,912 hours = Holiday in Lieu Hourly hourly rate X 18 hours = 1 full Holiday in Lieu Pay

~~Annual base salary (base salary + incentives in effect during the previous six month period) divided by 2,912 hours = Hourly rate X 9 hours = half shift Holiday in Lieu Pay~~

Nothing in this side letter is intended to increase or decrease any prior payment.

Instead of receiving Holiday-in-Lieu pay, employees may choose to take no more than forty-eight (48) hours of holiday leave per month subject to the staffing needs of the City. Whenever an employee chooses this option of taking off one (1) or two (2) shift(s) per month, instead of receiving Holiday-in-Lieu pay for such holidays, such holiday shift(s) off shall be considered to be an additional vacation shift and all scheduling and approval requirements which apply to vacation use shall govern the use of such holiday shifts off. Employees may take either a 12 hour half shift or a 24 hour full shift for any holiday. Any unused portion of a holiday shall be cashed out as described above as Holiday-in-Lieu Pay. Holiday-in-Lieu shifts off may not be carried over from one month to the next.

If an employee leaves City employment after having used all of the semi-annually credited holidays but before the six month term is complete, the employee shall owe the City for the value of the holiday time in excess of their service for that half year.

Employees on a forty (40) hour schedule shall not be entitled to holiday in-Lieu pay as they will be on off-duty status on all holidays.

Holiday in-Lieu pay will be paid on separate checks on the regular payday June 30 and December 15 with one half of the annual amount being paid on each of these dates.

FOR THE City of Tracy

FOR THE Tracy Fire Fighters Association

Date: _____
Randall Bradley
Interim City Manager

Date: _____
Paul O'neal
President of TFFA

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY POLICE MANAGEMENT ASSOCIATION (TPMA)
HOLIDAYS**

The City of Tracy and Tracy Police Managers Association (TPMA) agree to enter into this side letter to update the language set forth in section 3.2 and 3.3 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2018. Section 3.2 and Section 3.3 of the MOU effective July 1, 2013 provides as follows:

3.2 Holiday Pay

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees, shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Requests to take a holiday off shall be subject to the Police Chief's approval.

The holiday in-Lieu pay rate shall be calculated as follows:

July 1, 2013 through December 31, 2017:

Annual salary (base salary + incentives in effect during the previous six month period) divided by 2,080 hours = Hourly Rate x 8 = Holiday-in-Lieu Pay.

Beginning January 1, 2018:

Annual salary (base salary + incentives) divided by 2,080 hours = Hourly Rate x 8 = Holiday-in-Lieu Pay.

Nothing in this side letter is intended to increase or decrease any prior payment.

Holiday in-Lieu pay will be paid on separate checks on the regular payday for the pay period that includes June 30 and December 15. Holiday hours are paid at the rate earned.

If a Lieutenant is required to work on a holiday designated by the City of Tracy, the employee shall receive an additional eight (8) hours of vacation leave in addition to straight time pay for hours worked. Holidays will be paid at the pay rate during the period in which the holidays were earned.

3.3 Floating Holidays

~~Sixteen (16) hours of floating holiday leave per calendar year shall be granted to employees covered by this agreement.~~

FOR THE City of Tracy

FOR THE Tracy Police Management Association

Date: _____
Randall Bradley
Interim City Manager

Date: _____
Tony Sheneman
President of TPMA

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY MID MANAGERS BARGAINING UNIT (TMMBU)
IN-LIEU PAY FOR HOLIDAYS FOR BATTALION CHIEFS**

The City of Tracy and Tracy Mid Managers Bargaining Unit (TMMBU) agree to enter into this side letter to update the language set forth in section 5 of the side letter covering the Addition of Fire Battalion Chief of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2018. Section 5 of the side letter of the MOU effective August 16, 2016 provides as follows:

5). In-Lieu Pay for Holidays for Battalion Chiefs on a regularly assigned fifty-six (56) hour schedule

~~The following are authorized holidays:~~

~~New Year's Day (January 1)~~

~~Martin Luther King, Jr. Day (3rd Monday in January)~~

~~President's Birthday (3rd Monday in February)~~

~~Memorial Day (Last Monday in May)~~

~~Independence Day (July 4)~~

~~Labor Day (1st Monday in September)~~

~~Veteran's Day (November 11)~~

~~Thanksgiving Day (4th Thursday in November)~~

~~Day after Thanksgiving Day (4th Friday in November)~~

~~Christmas Eve (December 24)~~

~~Christmas Day (December 25)~~

~~Floating Holidays (2)~~

~~On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate.~~

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

~~10.2 Saturday and Sunday Holidays~~

~~Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.~~

Holiday In-Lieu Pay

Holiday in-Lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay.

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual ~~base~~ salary (base salary + incentives in effect during the previous six month period period) divided by 2,912 hours = Holiday in-Lieu Hourly hourly rate ~~X 18 hours = 1~~

full Holiday in-Lieu Pay

~~Annual base salary (base salary + incentives in effect during the previous six month period) divided by 2,012 hours = Hourly rate X 9 hours = half shift Holiday in-Lieu Pay~~

Nothing in this side letter is intended to increase or decrease any prior payment.

Holiday in-Lieu pay will be paid on separate checks on the regular payday June 30 and December 15 with one half of the annual amount being paid on each of these dates.

FOR THE City of Tracy

FOR THE Tracy Fire Fighters Association

Date: _____
Randall Bradley
Interim City Manager

Date: _____
Barbara Harb
Vice-President of TMMBU

RESOLUTION 2018 _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA) TO ALIGN THE TERMS OF THE BARGAINING AGREEMENT WITH THE CALPERS REPORTING REQUIREMENTS

WHEREAS, The compensation reported to CalPERS by the City for Holiday in-Lieu Pay and Floating holidays was inconsistent with the bargaining agreement, and

WHEREAS, The City desires to protect the compensation reported on behalf of active employees and employees retired since July 1, 2013, and

WHEREAS, The City and the Tracy Police Officers' Association have met and conferred regarding the contents of the Side Letter;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit A and authorizes the Human Resources Director to execute the Side Letter.

* * * * *

The foregoing Resolution 2018 _____ was adopted by the Tracy City Council on the 6th of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018 _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY FIRE FIGHTERS ASSOCIATION (TFFA) TO ALIGN THE TERMS OF THE BARGAINING AGREEMENT WITH THE CALPERS REPORTING REQUIREMENTS

WHEREAS, The compensation reported to CalPERS by the City for Holiday in-Lieu Pay and Floating holidays was inconsistent with the bargaining agreement, and

WHEREAS, The City desires to protect the compensation reported on behalf of active employees and employees retired since July 1, 2013, and

WHEREAS, The City and the Tracy Fire Fighters Association have met and conferred regarding the contents of the Side Letter;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit B and authorizes the Human Resources Director to execute the Side Letter.

* * * * *

The foregoing Resolution 2018 _____ was adopted by the Tracy City Council on the 6th of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018 _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA) TO ALIGN THE TERMS OF THE BARGAINING AGREEMENT WITH THE CALPERS REPORTING REQUIREMENTS

WHEREAS, The compensation reported to CalPERS by the City for Holiday in-Lieu Pay and Floating holidays was inconsistent with the bargaining agreement, and

WHEREAS, The City desires to protect the compensation reported on behalf of active employees and employees retired since July 1, 2013, and

WHEREAS, The City and the Tracy Police Management Association have met and conferred regarding the contents of the Side Letter;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit C and authorizes the Human Resources Director to execute the Side Letter.

* * * * *

The foregoing Resolution 2018 _____ was adopted by the Tracy City Council on the 6th of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018 _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT (TMMBU) TO ALIGN THE TERMS OF THE BARGAINING AGREEMENT WITH THE CALPERS REPORTING REQUIREMENTS

WHEREAS, The compensation reported to CalPERS by the City for Holiday in-Lieu Pay and Floating holidays were inconsistent with the bargaining agreement, and

WHEREAS, The City desires to protect the compensation reported on behalf of active employees and employees retired since July 1, 2013, and

WHEREAS, The City and the Tracy Mid-Managers Bargaining Unit have met and conferred regarding the contents of the Side Letter;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit D and authorizes the Human Resources Director to execute the Side Letter.

* * * * *

The foregoing Resolution 2018 _____ was adopted by the Tracy City Council on the 6th of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.K

REQUEST

ADOPT A POLICY FOR THE DISTRIBUTION OF TICKETS AND PASSES TO CITY OFFICIALS PURSUANT TO FAIR POLITICAL PRACTICES COMMISSION REGULATIONS

EXECUTIVE SUMMARY

Staff requests that the City Council adopt a policy for the distribution of tickets and/or passes to City officials and employees providing admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose. The policy will ensure that the City complies with Fair Political Practices Commission ("FPPC") Regulation, Section 18944.1 ("Section 18944.1"), which regulates the distribution of such tickets and/or passes to City officials.

DISCUSSION

The California Political Reform Act requires a public official to disclose gifts received from a source if the cumulative value is \$50 or more within a reporting period (Government Code section 87207). In addition, reportable gifts are prohibited if the value is more than \$470 from a single source within a reporting period (Government Code section 89503; FPPC Regulation section 18940.2).

The FPPC adopted requirements in Section 18944.1 relating to tickets or passes to events distributed to public officials. Section 18944.1 sets forth conditions under which a public agency may distribute a ticket or pass to an event to its officials and that ticket or pass will not be treated as a gift to the official under the California Political Reform Act and the FPPC regulations.

Section 18944.1 authorizes the City to distribute tickets or passes to City officials (meaning, every member, officer, employee or consultant of the City, as defined in Government Code section 82048 and FPPC regulation 18700), pursuant to a distribution policy. A ticket or pass distributed to a City official according to the policy does not have to be reported as a gift by that official in their Annual Statement of Economic Interests (FPPC Form 700), if required to file one, and is not subject to the annual gift limit if one or more of the following exceptions apply:

- The ticket or pass is gratuitously provided to the City by an outside source and then is distributed to a City official for his or her use, if all of the following apply:
 - the ticket or pass was not earmarked by the outside source for use by the City official who uses the ticket or pass;
 - the City determines in its sole discretion who may use the ticket or pass; and

- the distribution of the ticket or pass by the City is made pursuant to a policy and that policy sets forth a public purpose for which the ticket or pass may be distributed.
- The City obtains the ticket or pass (i) pursuant to the terms of a contract for the use of public property, (ii) because the City controls the event, or (iii) by purchase at fair market value and then distributes the ticket or pass to a City official for his or her use in accordance with the distribution policy.

Recently, the City has been offered tickets and/or passes providing complimentary admission and invitations to events from third party sources, both public and private. Examples include tickets to first responders from Become One Voice, an organization in Tracy, which provide free admission to its annual Comic Show and Exotic Animal Expo and tickets to firefighters from the Disneyland Resort, which provide free admission to Disneyland Resort Theme Parks, as a showing of gratitude for the firefighters' service in battling the recent fires that occurred throughout California.

Staff requests the City Council adopt a policy consistent with the requirements set forth in Section 18944.1 (Attachment A) to govern the distribution of all tickets or passes received by the City that provide admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose.

Section V of the policy identifies the permissible public purposes for distributing tickets or passes to City officials. These public purposes include, for example:

- promoting economic development, community programs, and tourism within the City;
- promoting City business, resources, programs, activities, and City-sponsored events;
- encouraging or rewarding significant academic, athletic or public service achievement by City students, residents or businesses; and
- recognizing or rewarding meritorious public service.

The policy authorizes the City Manager or his or her designee to receive tickets or passes on behalf of the City from an outside source. The City Manager or designee will determine the face value of the tickets or passes, the individuals who may use the tickets or passes, and report the distribution of the tickets or passes in accordance with the policy's reporting requirements. The policy also authorizes the City Manager to establish procedures for the distribution of tickets or passes consistent with the policy, and all requests for tickets or passes which fall within the scope of the policy will be made in accordance with those procedures.

In addition, the policy outlines the FPPC reporting requirements as set forth in Section 18944.1 for the City's distribution and use of tickets or passes. The City must report any tickets or passes distributed under the policy, and other required information, on the FPPC Form 802 (Tickets Provided by Agency Report) within 45 days of distribution.

After adopting the policy, Section 18944.1 requires the City to post the policy on its website within 30 days of adoption and send the FPPC an e-mail with the City's website link that displays the policy.

Tickets, passes, and/or other benefits that are not subject to the policy may be subject to separate disclosure requirements and the annual gift limit under the California Political Reform Act and related regulations. If a City official receives tickets, passes, and/or other benefits not governed by the policy, he/she is responsible for determining and complying with, all applicable reporting requirements and the annual gift limit.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt, by resolution, a policy for the distribution of tickets and/or passes to City officials providing admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose in accordance with applicable FPPC Regulations.

Prepared by: Bianca Rodriguez, Deputy City Attorney

Reviewed by: Thomas T. Watson, City Attorney
Karin Schnaider, Finance Director
Kuldeep Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

ATTACHMENTS:

Attachment A: Exhibit A to Resolution Adopting a Policy for the Distribution of Tickets and Passes to City Officials Pursuant to Fair Political Practices Commission Regulations

TICKETS AND PASSES DISTRIBUTION POLICY
(Exhibit "A" to Resolution No. 2018-)

I. PURPOSE

To establish a Tickets and Passes Distribution Policy (Policy) in conformance with Fair Political Practices Commission (FPPC) Regulation Section 18944.1 of Title 2, Division 6 of the California Code of Regulations. This Policy guides the City of Tracy (City) in the distribution, use, and reporting of tickets and/or passes provided to the City for a facility, event, show, or performance for an entertainment, amusement, recreational or similar purpose. This Policy is subject to all applicable FPPC regulations and the California Political Reform Act, as either may be amended from time to time.

II. DEFINITIONS

Unless otherwise provided in this Policy, words and terms used in this Policy have the same meaning as defined in the California Political Reform Act (Government Code section 81000 et seq.) and the FPPC Regulations (Title 2, Division 6, Section 18110 et seq. of the California Code of Regulations), as either may be amended from time to time.

"City" or "City of Tracy" means and includes the City of Tracy, any other affiliated agency created or activated by the Tracy City Council, and any departments, boards and commissions thereof.

"City official" means every member, officer, employee or consultant of the City of Tracy, as defined in Government Code section 82048 and FPPC Regulation 18700. Such term includes, without limitation, any City board or commission member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700, or such other form(s) as the FPPC may designate).

"City venue" means any facility owned, controlled or operated by the City of Tracy.

"Family" or "Immediate family" means a person's spouse or dependent child as defined in FPPC Regulation section 18943(b).

"Ticket" or "Pass" means and includes any form of admission privilege to a facility, event, show, or performance for which similar tickets or passes are sold to the public.

III. APPLICABILITY

- A. This Policy applies to a ticket or pass which provides admission to a facility, event, show or performance for entertainment, amusement, recreational or similar purpose and is either:
1. gratuitously provided to the City by an outside source;
 2. acquired by the City by purchase;
 3. acquired by the City as consideration pursuant to the terms of a contract for the use of a City venue or sponsorship of an event; or
 4. acquired and distributed by the City in any other manner.
- B. This Policy does not apply to a ticket or pass if:
1. the City official treats the ticket or pass as income consistent with applicable state and federal income tax laws and the City reports the distribution of the ticket or pass as income to the official in compliance with the reporting requirements in this Section VII of this Policy;
 2. the City official purchases or reimburses the City for the ticket or pass;
 3. the ticket or pass is for a City official to perform a ceremonial role on behalf of the City; or
 4. the ticket or pass is received from an outside source and the ticket is earmarked by the outside source for use by the particular City official who uses the ticket.
- C. This Policy applies only to the benefits that the City official receives from the ticket or pass that are provided to all members of the public with the same class ticket or pass. If the City official receives benefits, such as food or beverages, or any other item presented to the City official at the facility, event, show or performance, that are not provided to all members of the public with the same class ticket or pass, then the City official shall treat those benefits as gifts unless the City official provides consideration of equal or greater value for the benefits.

IV. DISTRIBUTION OF TICKETS AND/OR PASSES

- A. Any ticket or pass received by the City from an outside source, without designation as to the specific City official who may use the ticket or pass, shall be forwarded to the City Manager or his or her designee. The City Manager or his or her designee shall determine the face value of the ticket or pass, the individuals who may use the ticket or pass, and report the distribution of the ticket or pass as provided in Section VII.
- B. The City Manager may establish procedures for the distribution of any ticket or pass in accordance with this Policy and requests for tickets or passes which fall within the scope of this Policy will be made in accordance with those procedures.

V. PUBLIC PURPOSE

Tickets or passes may only be distributed to, or at the behest of, a City official for one or more of the following public purposes:

- A. to promote economic development, community programs, and tourism within the City;
- B. to promote City business, resources, programs, activities, and City-sponsored events;
- C. to promote public and private facilities available for City resident use;
- D. to promote cultural, recreational, and educational facilities, services, and programs available to the public within the City;
- E. to promote intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed officials from other jurisdictions, their staff members and their guests;
- F. to support and/or show appreciation for community and/or non-profit programs or services benefiting City residents;
- G. to encourage or reward significant academic athletic or public service achievement by City students, residents or businesses;

- H. to promote City recognition, visibility, and/or profile on a local, state, national or worldwide scale;
- I. to promote open and accessible government by appearances or participation of City officials at business and community events;
- J. to comply with all written contracts where the City, as a form of consideration has required that a certain number of tickets or suites are made available for City use;
- K. to support general employee morale or retention; or
- L. to recognize or reward meritorious public service.

VI. PROHIBITION ON TRANSFER

A City official who has received a ticket or pass under this Policy may not transfer the ticket or pass to any other person except to the City official's immediate family or one guest solely for their attendance at the event.

VII. REPORTING AND DISCLOSURE REQUIREMENTS

The City must report any tickets or passes distributed under this Policy on the FPPC Form 802 (or such other form(s) as the FPPC may designate) within 45 days of distribution. The City Clerk shall report the FPPC Form 802s to the FPPC. The report must include, at a minimum, the following:

- A. the name of the person receiving the ticket or pass;
- B. a description of the event;
- C. the date of the event;
- D. the face value of the ticket or pass;
- E. the number of tickets or passes provided to each person;
- F. if the ticket or pass is behested, the name of the official who behested the ticket; and

- G. a description of the public purpose under which the distribution was made or, alternatively, that the ticket or pass was distributed as income to the City official.

The City may post the name of the department or other unit of the City and the number of tickets or passes provided to the department or other unit in lieu of reporting the name of the individual employee as otherwise provided in subdivision A of Section VII.

If the ticket or pass is distributed to an organization outside the City, the City must report the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization as required in subdivision A of Section VII.

VIII. WEBSITE POSTING

The City shall post all completed FPPC Form 802s (or such other form(s) as the FPPC may designate), or a summary of the information on the Form 802s, on its website. The City Clerk shall post the completed FPPC Form 802s on the website.

IX. TICKET, PASSES, AND/OR OTHER BENEFITS NOT COVERED BY THIS POLICY

Tickets, passes, and/or other benefits not covered by this Policy may be subject to separate disclosure requirements and the annual gift limit under the California Political Reform Act and related regulations. A City official who receives or behests tickets not covered by this Policy is solely responsible for determining, and complying with, all reporting requirements and the annual gift limit applicable to such tickets, passes, and/or benefits.

RESOLUTION 2018 - _____

ADOPTING A POLICY FOR THE DISTRIBUTION OF TICKETS AND PASSES TO CITY OFFICIALS PURSUANT TO FAIR POLITICAL PRACTICES COMMISSION REGULATIONS

WHEREAS, Section 18944.1 of Title 2, Division 6 of the California Code of Regulations (“Section 18944.1”) was adopted by the Fair Political Practices Commission to regulate the distribution of tickets and/or passes to public officials providing admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purpose (“Tickets”), and

WHEREAS, From time to time, the City of Tracy (“City”) purchases or receives Tickets from third party sources, both public and private, and

WHEREAS, City desires to distribute Tickets in a manner that furthers the City’s governmental and public purposes, including the promotion of City businesses, resources, programs, facilities, etc., and

WHEREAS, Pursuant to Section 18944.1, Tickets are not considered gifts to public officials if the City distributes Tickets in accordance with a duly adopted written policy consistent with Section 18944.1;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tracy as follows:

1. The City Council hereby adopts the “Tickets and Passes Distribution Policy” attached hereto as Exhibit “A.”
2. Consistent with Section 18944.1, the City Clerk shall post the “Tickets and Passes Distribution Policy” in a prominent fashion on the City’s website within 30 days of its adoption and send an e-mail to the Fair Political Practices Commission, which will contain the City’s website link that displays the “Tickets and Passes Distribution Policy.”

The foregoing Resolution 2018 - _____ was adopted by the Tracy City Council on the 6th day of March, 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

CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION OF NECESSITY AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE REAL PROPERTY FOR THE CONSTRUCTION OF A PUMP STATION AS PART OF THE TRACY RECYCLED WATER PROJECT (CIP 74091) AND AUTHORIZE THE DEPOSIT OF \$30,600 FOR THE FOGGIATO PARCEL WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND

EXECUTIVE SUMMARY

The Recycled Water Project is an approved Capital Improvement Project - CIP 74091. The project design is almost complete and the project is scheduled to begin construction in mid-2018. Construction of the project requires a site to construct a pump station to boost the pipeline pressure to serve higher elevation areas of the City.

The City and its consultant are negotiating with four property owners at various locations for acquisition of right of way easements and real properties for project construction. Three of the property owners are responsive and are proceeding forward for acquisition of easements and real property. However, the City has not been able to obtain documentation to proceed with one of the property acquisition, which is the site of a proposed pump station.

In order to complete the acquisition of the property for the proposed pump station without delaying the construction of this project, the City Council is requested to adopt a Resolution of Necessity to initiate eminent domain proceedings to acquire the subject property. However, City will still continue working with the property owners towards a friendly acquisition of this property

DISCUSSION

The California Department of Water Resources awarded an \$18 million Proposition 84 grant to the City for the Recycled Water Project. The Recycled Water Project requires construction of backbone infrastructure for the distribution of recycled water from the City's existing Wastewater Treatment Plant. The recycled water will be used to irrigate sports fields, parks, median islands, and new and existing landscaping within the City's rights of way. As part of the grant application, the recycled water may also provide regional benefit by serving the Alta Gas (formerly GWF) power facility and the West Side Irrigation District.

In order to serve higher elevation areas such as the International Park of Commerce development area, a pump station is required in the vicinity of Lammers Road and West Schulte Road. The pump station requires an approximately 2/3 acre site to accommodate the pump station building. The pump station building will be approximately 2,000 square feet and will be constructed of architectural split face block with a standing seam metal roof. The design of the building is intended to blend in with a residential setting in terms of scale and architectural finishes.

The City of Tracy has completed an Initial Study and Mitigated Negative Declaration for the project which was certified by Council on February 7, 2017, (SCH #2016112056). In response to requests received from the Department of Water Resources in March 2017, the document was revised to clarify several of the mitigations in the document. The amended Initial Study and Mitigated Negative Declaration was adopted by Council on September 5, 2017.

The project has been designed to minimize the amount of private property needed to construct the project. The proposed pump station site is at the optimum location for the project and utilizes a portion of the parcel that is not being actively utilized by the owners of the property.

The pump station is required to provide recycled water to the existing developments on the south and west side of Tracy including International Park of Commerce, Industrial area along Schulte Road and future developments south of West Schulte Road. A site of approximately 2/3 of an acre (0.62 acres) is required to construct and maintain the pump station. The City received a response from the property owner indicating willingness to sell the required acreage from the existing 5.41 acres parcel. In response, an appraisal was prepared and an offer was made. Despite initial agreement on a purchase price, the property owners have not responded by providing certain documentation to conclude the purchase.

The Owners of Record are:

Peter A. Foggiato and Roberta A. Foggiato, husband and wife and Joseph Moreno and Teresa Moreno, as Trustees of the Joseph Moreno and Teresa Moreno Revocable Trust dated July 28, 1993. The property is located at 25690 South Lammers Road, Tracy California (APN 240-680-01). The total property consists of 5.41 acres. The portion sought to be acquired in fee consists of 0.62 acres. The 0.62 acres portion is located in the northwest corner of the property next to Lammers Road, in an area not being used by the property owner.

The City has obtained an appraisal of the above parcel by an independent licensed appraiser. The owners of record have received a summary of the appraisal and an offer to purchase the property. The owners also received an information handbook explaining the process and their rights. The owners were also informed of the proposed adoption of the attached Resolution of Necessity, and their right to attend this hearing. To date, negotiations conducted by the City's right of way agents have not resulted in concluding the purchase of the required property.

A check with the San Joaquin County Recorder in January 2018 ascertained that the property owners above are still the owners of record for these properties. Staff recommends that a Resolution of Necessity be adopted at this time. This will allow for the filing of eminent domain proceedings to acquire the property. Should the owners of the property wish to continue negotiations with the City to purchase the property, such negotiations can continue after filing the eminent domain action.

In order to adopt a Resolution of Necessity, four affirmative votes are required. Additionally, the Council must make the following findings:

- A. The public interest and necessity require the proposed project;

The Recycled Water Project will enhance the use of treated water from the city's Waste Water Treatment Plant for irrigation demands. The Project will conserve potable water resources; eliminating the use of Delta water, which will preserve flow in the Delta and help to meet salinity standards while increasing irrigation water supply reliability.

- B. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

The Recycled Water Project necessitates the installation of a pump station on the south and west side of Tracy to serve International Park of Commerce, Industrial area along Schulte Road and future developments south of West Schulte Road. A site of approximately 2/3 of an acre is required to construct and maintain the pump station. The proposed site is at the optimum location for the project and is located on a portion of the parcel that is not being actively used by the owners of the property.

- C. The property described in the resolution is necessary for the proposed project;
and

Without acquisition of the subject property for a pump station, the Recycled Water Project could not be completed.

- D. That either the offer required by Section 7267.2 of the Government Code has been made to the owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence.

The City has made such an offer to the owners of the property. However, an agreement cannot be reached at this time.

The purpose of the hearing is not to determine value of the property, but to determine whether the requirements for adopting the resolution have been met. In the meantime, City will continue working with the property owners towards a friendly acquisition of the required property for the project.

STRATEGIC PLAN

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

FISCAL IMPACT

The City will need to deposit the appraised value of the property with the State of California Condemnations Deposit Fund. These funds have been budgeted in CIP 74091 for FY 17-18 and are within the Project's budgeted amount.

RECOMMENDATION

That the City Council Adopt a Resolution of Necessity to acquire designated property located at:

25690 South Lammers Road, Tracy, California, (APN 240-680-01), consisting of a 0.62 acre portion of the property as described in the proposed Resolution of Necessity

by eminent domain for the purpose of constructing recycled water improvements at and authorize the deposit of \$30,600 for APN 240-680-01, (Foggiato parcel) with the State of California Condemnation Deposits Fund.

Prepared by: Steve Bayley, Project Specialist

Reviewed by: Ripon Bhatia, Acting Utilities Director
Tom Amspoker, Legal Counsel
Karin Schnaider, Finance Director
Kuldeep Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

RESOLUTION 2018-_____

RESOLUTION OF NECESSITY OF THE CITY OF TRACY TO CONDEMN REAL PROPERTY IN CONNECTION WITH THE CONSTRUCTION OF A PUMP STATION AS PART OF THE TRACY RECYCLED WATER PROJECT (CIP 74091); MAKE FINDINGS AND DETERMINATIONS; AUTHORIZE EMINENT DOMAIN PROCEEDINGS AND APPLICATIONS FOR POSSESSION PRIOR TO JUDGMENT; DRAW AND DEPOSIT WARRANT (PORTION OF FOGGIATO, APN 240-680-01)

WHEREAS, The City of Tracy wishes to acquire real property described herein below for public use by the exercise of the power of eminent domain. The property is required for the construction of a pump station and other public purposes required for the Tracy Recycled Water Project ("Project").

WHEREAS, Pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this resolution of necessity was sent on January 29, 2018, to the owners of record of the said property.

WHEREAS, Due consideration of all oral and documentary evidence introduced has been given.

NOW, THEREFORE, BE IT RESOLVED, by vote of two-thirds or more of its members, the City Council of the City of Tracy ("City Council") does hereby find as follows:

1. The findings and declarations contained in this resolution are based upon the record before the City Council on February 20, 2018, when the City Council received and discussed the Staff Report accompanying this resolution, and the testimony, records and documents produced at the hearing, all of which are incorporated by this reference;

2. The property to be acquired is located at 25690 South Lammers Road, Tracy California (APN 240-680-01). The total property consists of 5.41 acres. The portion sought to be acquired consists of .62 acres, to be acquired in fee. The .62 acre portion is located in the northwest corner of the property next to Lammers Road, and is more specifically described in Exhibit A attached hereto and made a part hereof.

3. The property is to be acquired for the construction of a pump station for the Project, pursuant to the authority granted in Government Code sections 37350.5, 40401, 40404 and 66462.5; Title 7, Part 3 of the Code of Civil Procedure; and other provisions of law;

4. The City Council certified an Initial Study and Mitigated Negative Declaration for the Project on February 7, 2017. An amended Initial Study and Mitigated Negative Declaration for the Project was certified by the City Council on September 5, 2017.

5. The public interest and necessity require the proposed project;

6. The proposed project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury;

7. The real property described herein is necessary for the proposed project; and

8. The offer required by Section 7267.2 of the Government Code has been made to the owners of record.

BE IT FURTHER RESOLVED, that Special counsel, Price, Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED:

To acquire in the name of the City of Tracy, by condemnation, the said property in accordance with the provisions of the eminent domain law, the Code of Civil Procedure, the Government Code and the Constitution of California;

To prepare and prosecute in the name of the City of Tracy, such proceedings in the proper court as are necessary for such acquisition; and

To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Tracy to take immediate possession and use said property for said public uses and purposes.

The foregoing Resolution 2018-____ was passed and adopted by the City Council on the 6th day of March, 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 REPORT FROM STAFF REGARDING POLICE OFFICER FOOT PATROL
IN THE DOWNTOWN AREA**

EXECUTIVE SUMMARY

The conversation and call to action on quality of life related concerns has been a topic of re-occurring discussion in recent public hearings and forums. Specifically, there have been requests for additional enforcement and focus surrounding the downtown business district. Having an officer with focused and directed objectives and tasks, assigned primarily to areas identified by staff as areas of blight would be beneficial. Areas such as the downtown business district, parks, and commercial shopping centers would directly benefit from such addition.

BACKGROUND

In July of 2007, the Police Department implemented and dedicated a full-time Officer to specifically patrol the downtown business district and the surrounding areas. The primary duties of this Officer were to educate, deter crime and enforce laws impacting the business district by addressing law violations, blight and quality of life concerns in the assigned area. This Officer made personal contact with patrons, business owners and community stakeholders to address their concerns and build working relationships. This was a full time position that had direction and focus on the downtown district to reduce blight and enforce applicable laws, while also providing a sense of safety to patrons as he patrolled both on foot and in a vehicle. Deterring crime by mere presence and getting to know the citizens downtown served as a positive contact and often resolved concerns or issues at their source.

In July of 2010, the City of Tracy and Police Department made the decision to right-size the workforce, and as a result, the Officer assigned to the downtown business district was re-assigned to regular patrol duties. The economic downturn at the time and revised staffing models were contributing factors to the elimination of the Downtown Officer position.

In recent forums, there has been discussion and an expressed priority to address similar or like concerns in designated areas around the city. Elected officials have implied or expressed the need for additional enforcement or attention to areas such as downtown and other business district to specifically focus on quality of life , blight and associated crimes.

Current staff within the Police Department are already tasked with duties or assignments providing response or services broadly over the entire city. Minimum staffing patrol levels often leave a patrol "beat" vacant due to the current beat structure and staffing levels. A direct reflection of our increased population and staffing levels, has steadily

increased our response to Priority One calls from 5:59 minutes in 2012 to 7:07 minutes in 2016. A response time to a Priority One call of under seven minutes is the Department's goal each year.

This potential officer may provide focused attention in directed or specified areas within the city, which are identified by police staff. Focus areas may include, but would not be limited to; business districts, parks, and other areas of the community impacted by blight. Taking a current officer from their current duties would impact staffing levels or services in other specialties within the organization.

Downtown Business District Reporting Statistics:

Overall, there were 2,635 Calls for Service (CFS) in the downtown area between February 2017 and February 2018. The numbers are as follows:

- 52% or 1,375 were officer initiated calls
 - 741 Security checks
 - 383 Traffic stops
 - 109 Pedestrian stops
 - 103 Predictive policing calls
- There were 55 arrests made, 392 citations issued, 42 FI cards completed, 204 warnings issued with 168 reports written.
- Citizen generated calls:
 - Alcohol related violations – 14
 - Stolen Vehicles – 8
 - Animal Services – 48
 - Abandoned Vehicles – 16
 - Traffic Hazards – 25
 - Alarm Calls – 75 resulting in two reports. 45% or 34 alarm calls were in error or false alarms
 - Disturbances – 120
 - Burglary – 13
 - Forgery – 10
 - Theft – 22
 - Vandalism – 23

- Trespassing – 40
 - Public Intoxication - 5
 - 911 – 56
 - Municipal Code Violations - 89
 - Parking – 67
 - Fireworks – 17
 - Civil – 32
- Two of the 2,635 CFS were possibly gang related.

Several other categories that were either statistically insignificant or of minor value are not included.

The City of Tracy prides itself on providing a high level of service and adding a Directed Patrol Officer with clear and focused direction to address concerns and violations of blight would be beneficial to the City of Tracy.

As the City of Tracy continues to experience exponential growth both in residents and businesses, the directed or focus based patrol officer position may need to be evaluated with possible recommendations for expansion as the needs arise. Current policing ratios are 1:1000 which is Best Practice. The current fiscal impact to add an additional Police Officer is as follows:

The General Fund would have a re-occurring fiscal impact of approximately \$175,000 - \$200,000, which includes salary and benefits based on current contract terms with a onetime equipment cost of \$8,800. In addition, there would be a need to add a patrol vehicle to the existing fleet with an expense of approximately \$30,000.

FISCAL IMPACT

This report is informational only and staff is not requesting additional staffing at this time.

RECOMMENDATION

Receive report and provide direction to staff.

Prepared & Approved by: Randall Bradley, Interim City Manager

Reviewed by: Karin Schnaider, Finance Director

AGENDA ITEM 5

REQUEST

APPROVE MAJOR COMMUNITY AMENITY CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED FROM MEASURE V DEBT FINANCING AND AUTHORIZE AMENDING THE CAPITAL IMPROVEMENT PLAN BUDGET TO INCLUDE THE MULTIGENERATIONAL CENTER, AUTHORIZE THE APPROPRIATION OF \$ 6.5 MILLION FROM MEASURE V FUND (107) TO CIP'S 78054 (\$1M), 78164 (\$1.5M), AND 781XX (\$4M) TO COMPLETE THE DESIGN OF THE PROJECTS, AND AUTHORIZE AMENDMENT OF THE CITY'S POSITION CONTROL ROSTER AND THE MEASURE V BUDGET (FUND 107) BY APPROVING THE ADDITION OF ONE PARKS PLANNING AND DEVELOPMENT MANAGER POSITION FOR THE PARKS AND RECREATION DEPARTMENT

EXECUTIVE SUMMARY

On October 30, 2017 staff presented the City Council with a list of community amenity projects which may potentially be funded from Measure V Sales Tax revenues. Staff provided different funding scenarios and sought direction to finalize and prioritize the list of projects. Staff presented financial proposals to accommodate the most immediate fiscal demands related to these projects. With Council approval an estimated \$80M will be funded from the Measure V bond debt financing for the major community amenity projects. The funding for other amenity projects and the operational and maintenance cost for such facilities from Measure V was proposed to be provided from pay-as-you-go scenarios. After receiving general direction from the Council, staff worked to finalize the scopes of various projects, complete preliminary estimates, and strategize the plans to complete those projects in the most cost effective and efficient manner.

Staff is now requesting Council approve major community amenity capital improvement projects to be funded from the existing Measure V funds and appropriate funding for the design of such projects from these same Measure V funds. Projects funded from a pay-as-you-go scenario will be presented at a later date after completion of detailed scopes and cost estimates.

DISCUSSION

Staff presented a list of community amenity projects to be potentially funded from Measure V sales tax for Council's consideration at a special meeting on October 30, 2017. Staff also presented scenarios of funding such projects using a bond financing option (\$80M) for major projects, pay-as-you-go for other projects, and operational and maintenance costs, for the duration of Measure V (sunsets in 20 years).

Measure V is expected to provide approximately \$8M annually in revenue to the City over the next 20 years. Out of this, an estimated \$4M is to be used for debt financing to generate approximately \$80M for the construction of major projects. The other \$2M will be assigned for other amenity projects on a pay-as-you-go basis and the remaining \$2M will be used for staffing, operations and maintenance of these facilities when built.

The recommended major projects and pay as-you-go scenario projects with proposed funding are listed as follows:

Major Amenities Projects:

	<u>Presented on</u> <u>Oct 30, 2017</u>	Amended March 6, 2018
1. Aquatics Center (78054)	\$30M	\$30 M
2. Legacy Fields (78164)	\$20M	\$10M
3. Multigenerational Center (78X)	\$30M	\$40M
<u>TOTAL</u>	<u>\$80M</u>	<u>\$80M</u>

After receiving input from the Council on October 30, 2017, the scope of the Multigenerational Center was increased to include a library in the facility. The estimated cost of the facility is now \$40M. This resulted in moving proposed funds from Legacy Fields to close the funding gap of \$10M. However, staff believes that this funding gap for Legacy Fields can be filled with TIMP park development impact fees for community parks on a pay-as-you-go plan; however this will extend the project timeline.

It is anticipated that bond financing will be in place in approximately 12-18 months. Staff recommends initial funding for planning and design funding as listed below is appropriated from the Measure V current year revenues estimated to be \$\$8M with the condition that it will be repaid once the funds from the bond financing are available to the City. These steps are needed to secure the debt funding.

Status of the major amenities projects is as follows:

Project	Site Selection	CEQA	Site Layout	Design
Aquatics Center	Complete	Complete	Complete	To start
Legacy Fields 1D	Complete	Complete	Complete	To start
Multi-Gen Rec Center	Not complete	Not complete	Not complete	Not complete

In order for staff to proceed with the planning and design of the major amenity projects the following funding is needed. Staff will update the status of these projects to Council in ninety days.

1. Aquatics Center	\$1.0M
2. Legacy Fields	\$1.5M
3. Multigenerational Center	\$4M
Total	\$6.5M

In addition to the design work for Phase 1D of Legacy Fields, staff submitted a request via a separate staff report tonight (March 6, 2018) for allocation of \$3.6M for award of construction contract for Legacy Fields Phase 1C. With the request for funding for Phase 1C and design of Phase 1 D, the total Measure V funds for Legacy Fields allocation is \$5.1M with a remaining balance of \$4.9M. This amount is not expected to be sufficient for the full construction of Phase 1D. Instead, staff is recommending that the Measure V

allocation be used to match developer fees as they are received and complete Phase 1D on a pay-as-you-go plan.

Pay as-you-go projects:

City Council approved an appropriation of \$600,463 on February 6, 2018 from this fund for improvements to the Lolly Hansen Senior Center.

The recommended list of pay-as-you-go projects is as follows:

1. Tracy Ball Park
2. Improvements to Various City Parks
3. Other City Facilities Improvements (remaining phases of Legacy Fields, Airport, Animal Shelter, Community Center, etc.)

There are no specific recommendations from staff on the pay-as-you-go projects at this time. As the project scopes are finalized, staff will bring more specific projects for approval and inclusion in the City's budget. Staff is also moving forward with the design of Tracy Ball Park improvements with the pay-as-you-go funds and will bring a separate item for council consideration in the near future.

Management of Amenity Projects:

In order to manage the initial project planning and long term planning for maintenance and operational strategies for amenity projects, a new position (Parks Planning and Development Manager) is recommended in the Parks and Recreation Department. Due to the dynamic nature of these projects, appropriate staffing is essential to manage and complete these projects in a most efficient and effective manner. This position will also be responsible for finalizing the scopes, coordinating the public input process and collaborating with other departments. This will be a mid-management, non-technical position and will transition into operation and maintenance of the amenity facilities once completed. Funding for this position will come from Measure V's allocation for staffing.

STRATEGIC PLAN

This agenda item addresses Goal 1 of the Governance Strategy to ensure fiscal sustainability through financial budgetary stewardship.

FISCAL IMPACT

The major amenity projects are anticipated to be funded via a future bond issuance with pledged General Fund revenues including Measure V. Staff is seeking current resources to prepare these projects for the future bond process.

The addition of the Parks Planning and Development Manager will require an appropriation of \$54,583 from the Measure V Fund for the remainder of the Fiscal Year 17/18 (prorated 4 months). The annual ongoing expense at top step with benefits is \$163,750, this amount will be built into upcoming Parks and Recreation operating budget.

RECOMMENDATION

That City Council:

1. Approve major community amenity capital improvement projects to be funded from Measure V debt financing,
2. Authorize amending the Capital Improvement Plan Budget to include the Multigenerational Center,
3. Authorize the appropriation of \$6.5M from Measure V Fund 107 to CIP 78054 (\$1M), 78164 (\$1.5), and 781xx (\$4M) to complete the planning and design of the projects,
4. Authorize the Budget Officer to amend the City's Position Control Roster and the Measure V budget by approving the addition of one Parks Planning and Development Manager in the Parks and Recreation Department.

Prepared by: Kul Sharma, Interim Assistant City Manager
Brian MacDonald, Parks and Recreation Director

Reviewed by: Karin Schnaider, Finance Director

Approved by: Randall Bradley, Interim City Manager

RESOLUTION _____

APPROVE MAJOR COMMUNITY AMENITY CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED FROM MEASURE V DEBT FINANCING, AUTHORIZE AMENDING THE CAPITAL IMPROVEMENT PLAN BUDGET TO INCLUDE THE MULTIGENERATIONAL CENTER, AUTHORIZE THE APPROPRIATION OF \$ 6.5 MILLION FROM MEASURE V FUND (107) TO CIP'S 78054 (\$1M), 78164 (\$1.5M), AND 781XX (\$4M) TO COMPLETE THE DESIGN OF THE PROJECTS, AND AUTHORIZE AMENDMENT OF THE CITY'S POSITION CONTROL ROSTER AND THE MEASURE V BUDGET (FUND 107) BY APPROVING THE ADDITION OF ONE PARKS PLANNING AND DEVELOPMENT MANAGER POSITION FOR THE PARKS AND RECREATION DEPARTMENT

WHEREAS, The City anticipates receiving approximately \$8 million annually in revenue in Measure V sales tax, and

WHEREAS, City staff presented a list of community amenities projects with bond financing and/or pay-as-you-go funding options from Measure V sales tax, and

WHEREAS, The City expects that bond financing will be in place in approximately 12-18 months, and

WHEREAS, Current funding is needed to complete the planning and design of the major community amenities capital improvement projects, and

WHEREAS, The City has established a Position Control Roster, and

WHEREAS, The Parks and Recreation Department is in need of a Parks Planning and Development Manager position to manage the initial project planning and long term parks planning for maintenance and operational strategies for amenities projects;

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby:

1. Approve major community amenity capital improvement projects to be funded from Measure V debt financing,
2. Authorize amending the Capital Improvement Plan Budget to include the Multigenerational Center,
3. Authorize the appropriation of \$6.5M from Measure V Fund 107 to CIP 78054 (\$1M), 78164 (\$1.5), and 781xx (\$4M) to complete the planning and design of the projects, and
4. Authorize the Budget Officer to amend the City's Position Control Roster and the Measure V budget by approving the addition of one Parks Planning and Development Manager in the Parks and Recreation Department.

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

AWARD A CONSTRUCTION CONTRACT TO GOODLAND LANDSCAPE CONSTRUCTION, INC. OF TRACY CALIFORNIA, FOR CONSTRUCTION OF SPORTS FIELDS WITHIN THE PHASE 1C AREA OF THE LEGACY FIELDS SPORTS COMPLEX – CIP 78163 WITH BASE BID AND ALL ADDITIVE ALTERNATE BIDS AND APPROPRIATE MEASURE V FUNDS IN THE AMOUNT OF \$3,662,058 TO CIP 78163, FIND THAT IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS FOR THE DESIGN OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D APPROVE PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN, INC., FOR DESIGN OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D.

EXECUTIVE SUMMARY

City Council is requested to award a construction contract to Goodland Landscape Construction, Inc., of Tracy, California, for base bid and additive alternated bids A, B, C and D. The base bid includes construction of one playable baseball field at the western wagon wheel, outfield and foul line fencing on all five baseball fields of the western wagon wheel, a remote maintenance yard, two combination restroom/concession buildings, one restroom building, the extension of electrical service to the maintenance yard and aforementioned buildings, site amenities and minimum ADA hardscaping to buildings at the Legacy Fields Complex Phase 1C-CIP 78163. The additive bid alternates A, B, C, and D as listed on the staff report will make the playing fields more efficient, user friendly and adaptable for future improvements. It is noted that the existing improvements at the playing fields provide only basic amenities.

Furthermore, Staff is requesting approval of a professional services agreement with Verde Design Group, Inc. (Verde) of Santa Clara, CA to design and prepare plans and construction documents for construction of the next phase of construction (Phase 1D) of The Legacy Fields Sports Complex. Completion of design of this next phase will make the project shovel ready. The future construction will be completed from these design documents based upon the availability of funding.

DISCUSSION

Legacy Fields Phase 1C

City Council, on March 7, 2017, approved a Professional Services Agreement with Verde to prepare design and construction documents for the construction of one baseball field at the western wagon wheel, outfield and foul line fencing on all five baseball fields of the western wagon wheel, a remote maintenance yard, two combination restroom/concession buildings, one restroom building, the extension of electrical service to the maintenance yard and aforementioned buildings, and minimum ADA hardscaping to buildings at the Legacy Fields Sports Complex Phase 1C.

Scope of work includes clear and grub of existing surface to complete earthwork and grading operations, including the installation of new concrete and asphalt paving, one (1) concession/restroom building at western legacy baseball fields, one (1) concession/restroom buildings at western soccer fields, one (1) restroom building at eastern soccer fields, a temporary maintenance yard, electrical, drainage, fencing, edge bands, athletic furnishings, irrigation, natural turf, infield fines, warning track fines, fencing and landscape.

The project improvement plans and specifications were completed by Verde. The bid documents were divided into a base bid and four (4) additive bid items to allow flexibility to award the construction contract based on the base bid with or without the additive bid items, depending upon the bid amounts and availability of funds. The base bid and four additive bid alternatives included construction of the following items:

Base Bid: Construction of one playable baseball field at the western wagon wheel, outfield and foul line fencing on all five baseball fields of the western wagon wheel, a temporary maintenance yard, concrete and asphalt, one (1) concession/restroom building at western legacy baseball fields, one (1) concession/restroom buildings at western soccer fields, one (1) restroom building at eastern soccer fields, maintenance yard, electrical, drainage, fencing, edge bands, athletic furnishings, irrigation, natural turf, infield fines, warning track fines, fencing , landscape and minimum ADA hardscaping to buildings.

Four (4) additive alternates are as follows:

- A. **Additive Bid Alternate A:** Additional paving, planting, and irrigation at the Western Legacy Baseball Wheel
- B. **Additive Bid Alternate B:** Installation of conduits for future sports field and pedestrian lighting.
- C. **Additive Bid Alternate C:** Shade structures at the Western Legacy Baseball Plaza and the Western Soccer Plaza.
- D. **Additive Bid Alternate D:** Extended concrete paving at the Western Soccer Plaza and concrete at Eastern Soccer Spectator Plaza

The project was advertised for competitive construction bids on January 19, and January 26, 2018, and a total of two (2) bids were received and publicly opened at 2:00 p.m. on February 21, 2018, with the following results:

Item	Contractor	Total Base Bid	Alternate A	Alternate B	Alternate C	Alternate D	Total of Alternates A, B, C, and D	Grand Total Base Bid + Alternates A, B, C, and D
1	Goodland Landscape Construction, Inc., Tracy CA	\$3,934,800	\$759,000	\$656,200	\$274,000	\$33,000	\$1,722,200	\$5,657,000
2	Diedi Construction Inc., Woodbridge, CA	\$4,298,000	\$715,500	\$679,400	\$241,500	\$96,100	\$1,732,500	\$6,030,500

The contract documents require that the contract be awarded on the basis of the lowest base bid amount without regard to the amounts of the additive bid items. Goodland Landscape Construction, Inc., of Tracy, California, is the lowest monetary bidder with a total base bid amount of \$3,934,800.

The contract documents also allow City Council to award the construction of any combination of bid alternates by appropriating additional funds. Total construction cost of additional additive alternate bid items A, B, C and D is \$1,722,200.

Bid analysis indicates the lowest monetary bid is responsive and the bidder is responsible. Goodland Landscape Construction, Inc. has the appropriate contractor's license in active standing with the State of California and has completed similar projects for other public agencies. A total of \$2,843,492 is available from different funding sources as listed below. Additional funding was anticipated from Measure V to complete the construction of this project.

Available Funds

- Developer Contribution \$ 470,000
- Fund 301 \$2,373,492

Total Available Funding \$2,843,492

Staff has provided two scenarios listed below awarding the base bid without and with all additives alternate bids with funding status as follows;

- 1) The total estimated cost of this project if only the base bid is awarded to Goodland Landscape Construction, Inc. is as follows:

Construction Cost Base Bid	\$3,934,800
Contingency @ 10%	\$ 393,480
Construction Management 5%	\$ 196,740
Total Construction Cost for Base Bid Only	\$4,525,020
Additional funding in the amount of \$1,681,528 will be required from Measure V to complete the base bid.	

2) The total estimated cost of this project if base bid and additive bid alternate A, B, C, and D are awarded to Goodland Landscape Construction, Inc. is as follows:

Construction Cost Base Bid	\$5,657,000
Contingency @ 10%	\$565,700
Construction Management 5%	\$282,850
Total Construction Cost for Base Bid and Bid Alternates	\$6,505,550

Additional funding in the amount of \$3,662,058 will be required from Measure V to complete the base bid and all additive bid alternates.

Staff recommends that the award of base bid with all additive bid alternates will provide reasonable improvements and meet the user's expectations. However, additional appropriation of \$ 3,662,058 will be needed from Measure V funds to complete this portion of the project. The comparison of the bid amounts of the bids received indicates that the low bid is very competitive and it is in the best interest of the City to award all additive bid alternates items with the base bid to take advantage of the bid prices.

Construction of this project will start immediately after execution of the contract documents. The estimated completion date for the baseball fields is July 18, 2018, and August 8, 2018 for the soccer fields, weather permitting. In case of inclement weather, and unforeseen conditions the contractor will be entitled time extension in accordance with the contract documents.

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council.

Legacy Fields Phase 1D

During the October 30, 2017 meeting, the City Council directed staff to return to Council with a plan to complete the entire Phase 1 of Legacy Fields. With the recommended award of the construction contract for Phase 1C, the remaining work left to complete Phase 1 will be Phase 1D. In order to implement council directions, staff is recommending moving ahead to complete the design of Phase 1D. The construction

bids will be solicited on competitive basis depending upon the availability of funds from Measure V on a pay-as-you-go basis in the future.

Staff requested proposals from the existing Consultant, Verde, since they are the most familiar and knowledgeable about the project. Verde submitted and staff reviewed a proposal to complete the design of Phase 1D for a not to exceed amount of \$1,178,228. The proposal is reasonable and cost effective knowing the estimated construction cost of Phase 1D improvements. Staff therefore recommends Council approve a Professional Services Agreement (PSA) with Verde Design Inc., of Santa Clara, CA for an amount not to exceed \$1,178,228, to provide design services, improvement plans and construction documents for Phase 1D of Legacy Fields without soliciting formal bids from other providers as it is in the best interest of the City, as provided under section 2.20.140 (b)(6) of the City's Municipal Code.

With completion of Phase 1 D design and construction, the overall Phase 1 of Legacy Fields will consist of 72 acres of baseball, softball and soccer fields. Over the past four years, this phase of Legacy Fields has been constructed in multiple phases (Phases 1A and 1B) due to funding availability. Staff is recommending award of the construction contract for Phase 1C through this agenda item as noted earlier. Currently, these fields have only the basic amenities that allow for safe and playable fields but lack the amenities that provide for a better spectator and player experience. There are several amenities that are needed in order to attract the regional, state and national events that Council envisions.

However, in order to complete the rest of the 72-acre Phase 1 area, design is needed for:

- Stadium lighting for eight soccer and five baseball fields
- Site security system to prevent theft
- Paving of the all existing parking lots
- A centralized maintenance facility
- Additional spectator shade structures and trees throughout the site
- Improved entry area to the complex
- Rehab the pond to include lining for recycled water use
- Way-finding signage
- Scoreboards
- Batting cages
- Centralized playground and picnic area
- (2) new 90-ft baseball diamonds
 - Stadium lighting
 - Restrooms
- Add (2) new paved parking lots to accommodate soccer and new baseball fields

These design elements allow the project to be shovel-ready for construction, in the event Council should decide to move forward with funding these amenities. These amenities will add value to the Complex that will attract the tournament play envisioned by Council.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the goal of enhancing the City's amenities.

FISCAL IMPACT

The Legacy Fields Sports Complex currently has available funding of \$2,843,492 in council approved projects. A supplemental appropriation from Measure V fund balance (107) will be required as follows:

- To complete Construction of Base Bid only \$1,681,528
- To complete Construction of Base Bid and Alternate items A, B, C and D \$3,662,058

Funds for the Verde Design contract are contingent upon approval of the Measure V staff report.

RECOMMENDATION

That City Council considers one of the two options (1 or 2) for construction of Phase 1C and authorize a Professional Services Agreement with Verde Design, Inc. per item 3 as listed below:

1. By resolution award the construction contract for the Legacy Fields Sports Complex Phase 1C- CIP 78163, to Goodland Landscape Construction, Inc., of Tracy California, in the total amount of \$3,934,800 for base bid only, authorize the City Manager to approve change orders up to the specified project contingency amount of \$393,480 if needed, authorize an appropriation of funds in the amount of \$1,681,528, from Measure V Fund 107 to CIP 78163 and authorize the Mayor to execute the construction contract.
2. By resolution award the construction contract for the Legacy Fields Sports Complex Phase 1C- CIP 78163, to Goodland Landscape Construction, Inc., of Tracy, California, in the total amount of \$5,657,000 for base bid and additive bid alternate A, B, C, and D , authorize the City Manager to approve change orders up to the specified project contingency amount of \$565,700, if needed, authorize an appropriation of funds in the amount of \$3,662,058 from Measure V Fund 107 to CIP 78163 and authorize the Mayor to execute the construction contract.
3. By resolution find that it is in the best interest of the City to forego the formal request for proposal process for the design services of Legacy Fields Phase 1D and authorize the professional services agreement with Verde Design Inc., of Santa Clara, California for the design of Legacy Sports Fields Phase 1D.

Prepared by: Brian MacDonald, Parks and Recreation Director
Paul Verma, Senior Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services

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March 6, 2018
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Andrew Malik, Development Services Director
Karin Schnaider, Finance Director
Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager

Attachments: Exhibit A – Professional Services Agreement with Verde Design, Inc.

**City of Tracy
PROFESSIONAL SERVICES AGREEMENT
LEGACY FIELDS SPORTS COMPLEX DESIGN**

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Verde Design, Inc. a California corporation ("Consultant").

Recitals

- A. City requires Consultant's services to prepare the design, revise design specifications and prepare construction documents for the construction of additional sports fields and related amenities within the Phase 1 area of Legacy Fields Complex, located in the City of Tracy (hereinafter "Project").
- B. Pursuant to Tracy Municipal Code section 2.20.140(b)(4), the City Council may dispense with the formal request for proposals procedure when the City Council determines it is in the City's best interest to forego the procedure. City solicited a proposal from Consultant because Consultant prepared the plans and specifications for the original design of the sports fields Phase 1 construction of the Project. City elected to continue with Consultant to maintain efficiency, consistency and cost effectiveness for the Project. On March 6, 2018, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2018-____.
- C. Consultant is a registered Landscape Architect in the State of California and has submitted its proposal to perform the services as further described in this Agreement.
- 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.

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: Derek McKee. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or sub-consultants, without City's prior written consent.
- 2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "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 \$1,178,228. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.

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 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:

Brian MacDonald
Parks & Recreation Director
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Derek C. McKee, RLA
Principal
Verde Design, Inc.
2455 The Alameda, Suite 200
Santa Clara, CA 95050

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. 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 Contract. City may take steps to have this Agreement declared voidable.

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

Consultant

Verde Design, Inc.

Robert Rickman
Mayor
Date: _____



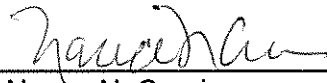
By: Derek McKee
Title: President
Date: 2.22.18

Approved by City Council on March 6, 2018, by Resolution No. 2018-_____.

Federal Employer Tax ID No.
20-8974203

Attest:

Adrienne Richardson, City Clerk



By: Nance N. Cronis
Title: Treasurer
Date: 2/21/18

Approved as to form:

Thomas Watson, City Attorney

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
Exhibit A

February 12, 2018

Brian MacDonald, Parks and Community Services Director
City of Tracy
333 Civic Center Plaza
Tracy CA 95376



2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

SUBJECT: Legacy Fields Phase 1 Completion & Cal North Soccer Schematic
Verde Design Project No. 16184001293M

Dear Mr. MacDonald:

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services on the above mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY:

The City of Tracy (City) is requesting a proposal for design services for improvements which will complete the development of phase one of the Legacy Fields Sports Complex. Improvements will include the following areas of work:

- Two additional baseball fields with backstops and hood with tournament venue spectator seating
- Restroom or restroom/concession pre-fabricated building for the two new baseball fields
- Stadium and pathway lighting – 7 baseball fields and 8 soccer fields
- Complete maintenance yard and include new building complete with offices/meeting room/restrooms
- Auto flow for irrigation pond and lining the pond to prepare for recycled water use
- Recycled water main extension from Tracy Boulevard stub out to pond
- Entry drive extension to the new parking lot for the two new baseball fields and lighting
- Two additional parking lots to be developed with lighting and optional service to pave all four existing parking lots
- Bleachers for soccer fields
- Shade structures for baseball and soccer bleachers
- Signage for wayfinding and entry
- Complete landscaping throughout the site including irrigation
- Public Art/Monuments
- Modify and enhance entrance
- Play area with playground and provide a couple of picnic sites
- Scoreboards for all the fields
- Batting cages with four stations
- Security cameras

Verde Design proposes a design process to include schematic design, 30% submittal, 60% submittal, 95% submittal and 100% construction documents. This proposal includes bidding and construction support. Plans will be developed as one increment and a single bid package.

Included in the scope will be the development of a schematic design process for the Cal North Soccer fields. These fields would continue the development of the sports fields and provide up to 18 soccer fields with 16 regular fields and 2 stadium fields. Elements within the design will include additional parking areas, buildings for restrooms/concessions, administration building, and permanent maintenance area for City staff. We will look at options for natural turf and synthetic turf fields, sports lighting, infrastructure needs, etc.

An erosion control plan and SWPP are included by our QSD and setup with the RWQCB. Inspection services or QSP services will be provided by the contractor. We are not providing C.3 or storm water quality design or calculations based on these systems already being setup for the site based on the phase one build out.

For the concession / restroom building at the new two new baseball fields, will be a pre-fabricated system. We will work with vendors to develop a floor plan and costs. All internal design and engineering will be provided by the company providing the buildings. We are not including any costs for their design or procurement of buildings plans for building department review. We are providing an optional service for the building if it becomes a concession building. A restroom building, like the eastern soccer fields, is included in the base scope of services.

At the maintenance area, we have provided services for a pre-fabricated building as our base services. As an optional service, we have included services to design this building with our team. It would be a site specific and stick-built structure programmed with staff.

Another optional service will include the paving of the existing four parking lots that are currently aggregate base rock. The two new parking lots are included in the base services to be either aggregate base or asphalt.

Our team includes Salas O'Brien Engineers for the architecture and electrical and mechanical engineering design. AKH Engineers will provide structural design. NV5 Engineers will provide the civil engineering design for the parking lots, entry drive extension, rough grading at the two new baseball fields, pond auto flow and lining and survey work.

Included are several meetings with the City during schematic design and construction documents phases:

- Each submittal includes two City staff meetings and two conference calls or web-based meetings
- Schematic design includes a Parks and Community Services Commission and City Council presentations
- An additional City Council presentation is included at the end of the construction documents.
- Bid and construction support meetings for pre-bid, pre-construction, site construction progress and punch lists

Improvement needs will be limited to the immediate project area. Our timeline is proposed below. Based on our previous estimates the total budget would be approximately \$30.47 million.

SCOPE OF SERVICES

Verde Design proposes to provide the following services base on the above stated project understanding.

I. Schematic Design & Survey Phase

- A. Review all data pertinent to the project as provided by the City, including as-built drawings and existing site plans of the project site.
- B. Prepare a site survey for the improvements at the two new baseball fields and parking lots. Survey will be limited to the improvement areas. No property lines or easements are included in the survey work. No record of survey will be filed.
- C. Prepare a base plan utilizing the site survey or past project files.
- D. Visit the project site to complete a visual inventory of the existing conditions and verify survey.
- E. We will setup a conceptual design plan for the phase 1 completion and Cal North Soccer including:
 1. Programming coordination for elements, needs and components of the improvements.

2. Rendered plan with field layouts, spectator areas and bleacher setup, parking lots, buildings, perimeter conditions for pathways, circulation, landscape and irrigation.
 3. Material options for layout and equipment.
 4. Preliminary electrical plan.
 5. Preliminary architecture plans for pre-fabricated buildings with options and costs from vendors.
 6. Any phasing or implementation strategies will be included.
 7. Preliminary cost estimates will be setup.
 - F. Based on comments received, we will update the draft schematic plan package for review.
 - G. Final comments will be incorporated in the final draft schematic plan.
 - H. We have included two meetings with City staff to review the design and improvements.
 - I. Two web-based or conference call meetings are included.
 - J. Presentation to Parks & Community Services Commission and City Council. Assist with staff reports and setup presentations and present at each meeting.
 - K. Project administration.
- II. **Design Development Phase:** This stage involves a more detailed design of the project's improvements from a single plan concept to systems design for each plan type. We will coordinate design of the demolition, grading, drainage, storm water requirements (LID), the proposed amenities, irrigation, planting, and utilities within the scope areas.
- A. Based on the comments and input received at the review meeting, we will prepare design development plans, details, specifications and updated cost estimates to a 30% level.
 - B. The submittal package includes plans, a draft technical specifications book, and a submittal book. Plans will be setup at 20' scale, sheet size to align with City requirements, and enlargements, as necessary, at 10' scale (this format will apply to all CD submittals). The plans include the following:
 1. Cover sheet
 2. Existing Conditions Plans
 3. Grading Plans
 4. Drainage Plans
 5. Layout Plans
 6. Materials and Detail Reference Plans
 7. Enlargement Plans
 8. Planting Concept
 9. Construction Details and Enlargements
 10. Signage Plans
 11. Civil Plans
 12. Architecture Plans
 13. Electrical Plans
 14. The submittal book supplements the plans and specifications showing:

- a. Progress Report.
 - b. Statement of Probable construction.
 - c. Material Reference and Product Catalog Cut Sheets.
 - d. Questions and Comments.
- C. In-house redline review and revisions (QC).
 - D. We have included two meetings with City staff to review the design and improvements.
 - E. Two web-based or conference call meetings are included.
 - F. Project administration and coordination of all team members.
- III. Construction Document Phase** - The following outlines the work to be completed to prepare plans and specifications for construction.
- A. 60% Submittal Package
 - 1. The submittal includes plans and draft technical specifications. The plans show overall site design including:
 - a. Cover Sheet
 - b. Existing Conditions Plan
 - c. Access Plan
 - d. Erosion and Sediment Control Plan
 - e. Demolition Plan
 - f. Grading Plan
 - g. Drainage Plan
 - h. Layout Plan
 - i. Material and Detail Reference Plan
 - j. Enlargement Plan
 - k. Wall Profiles
 - l. Irrigation Plan
 - m. Planting Plan
 - n. Construction Details
 - o. Signage Plan
 - p. Civil Plan
 - q. Electrical Plan
 - r. Architecture Plan
 - s. Structural Plan
 - 2. The technical specifications show representative specifications for the project. Specifications will be provided in six digit CSI format.
 - 3. The submittal book supplements the plans and specifications showing:
 - a. Progress Report

- b. Statement of Probable Construction Costs
- c. Material cut sheets
- 4. Redline and review, Internal Quality Control (QC).
- 5. Submittal Preparation and coordination of plans and specifications will be provided for review.
- 6. We have included two meetings with City staff to review the design and improvements.
- 7. Two web-based or conference call meetings are included.
- B. 95% Submittal – Coordinate, update and provide 95% submittal bid package.
 - 1. Specification setup to edit City standard specifications and front end document.
 - 2. QSD services for SWPP permit for a level 1 or 2 SWPP. SWPP level 3 services are not included.
 - 3. Submit to Building Department and coordinate comments and approval.
 - 4. We have included two meetings with City staff to review the design and improvements.
 - 5. Two web-based or conference call meetings are included.
 - 6. City Council Presentation
- C. Bid Submittal – Coordinate, update and provide final bid package.
 - 1. Two review meetings with City staff to review plans and receive comments.
- D. Project administration and coordination of all team members.

IV. Bid and Construction Support

The consultant agrees to provide the following services to the City on an on-call basis following submittal of the bid submittal.

- A. Coordinate bidding procedures and schedule.
- B. Contact potential bidders.
- C. Attend pre-bid meeting.
- D. Answer questions during bidding.
- E. Assist in preparing addenda
- F. Assist in bid evaluation.
- G. Respond to questions, request for information and provide clarifications.
- H. Review submittals and shop drawings.
- I. 10 site observation visits are included. Visits will include site demolition, grading, and natural grass placement improvements review at specific stages of construction. Site observation reports will be provided.
- J. Review price requests and change orders.
- K. Provide a punch list of the constructed improvements. Punch list will be completed when the project is complete.
- L. Review contractor as-built plans and submit review to the City. As we provide RFI or field directive responses, we update our cad files during construction.

- M. Provide a CAD update for the as-built plans to the City.

V. Optional Services

The consultant is providing the following optional services for the City to consider as part of this project.

- A. Develop a site designed or stick built building for the maintenance area instead of a pre-fabricated building.
- B. Develop a pre-fabricated concession/restroom building similar to the western baseball and soccer fields structure.
- C. Pave the existing four parking lots.

PRODUCTS

Verde Design will provide the following products as outlined in the above Scope of Services:

- A. Schematic
 - 1. Site survey
 - 2. Conceptual design - one electronic and one hardcopy
 - 3. Draft schematic package - one electronic and one hardcopy
 - 4. Final Draft Schematic plan package - one electronic and one hardcopy
 - 5. Cost estimates for each submittal
 - 6. Phasing or implementation strategies or plan if required.
 - 7. Meeting reports
- B. Construction Documentation
 - 1. 30% submittal— one electronic and one hardcopy sets of plans, costs and specifications
 - 2. 60% submittal— one electronic and one hardcopy sets of plans, costs and specifications
 - 3. 95% submittal— one electronic and one hardcopy sets of plans, costs and specifications
 - 4. Bid submittal – one set of stamped plans / costs and specifications.
 - 5. Meeting reports

PROJECT TIMELINE

Verde Design proposes the following general timeline:

Schematic:	8 Weeks
Site Survey:	3 Weeks
Construction Documentation:	
30% Submittal	4 Weeks
60% Submittal	5 Weeks
95% Submittal:	5 Weeks
Bid Submittal:	4 Weeks

Note: the above timelines does not include any required review time by City staff.

CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the City provide the following information:

1. Any available construction, utility or record drawings of the project area.
2. Program use criteria by the sports user groups.
3. Geotechnical report and testing during construction.
4. City standards relevant to this project.
5. Bid set copies.

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
1. Meetings other than those listed
 2. Renderings and presentations to public bodies other than those listed
 3. CEQA documents
 4. Geotechnical investigation or testing during construction
 5. SWPP inspection services or QSP during construction. Services to be provided by contractor.
 6. SWPP QSD services for a level 3 SWPP.
 7. Underground utility surveys or potholing
 8. Utility runs off-site and off-site improvements
 9. Permit fees associated with the project
 10. Design for areas not identified in the project understanding
 11. 3D graphics
 12. Separate bid packages, increments, phasing or construction sequences implementation beyond the single bid set that is proposed
 13. Bid Set Copies for Design Team
 14. Survey mapping, property lines or easements
 15. Construction staking
 16. Fire alarm or sprinkler design for maintenance building
 17. Electrical service upgrade
 18. Agendas and meeting reports for bid and construction support phases
- B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2019 to cover annual wage adjustments for office personnel.
- C. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion

Exhibit B

shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following lump sum fee including all reasonable reimbursable expenses that are outlined to be included in the project.

▪ Phase 1: Schematic	\$64,280
▪ Phase 2: 30% Submittal	\$167,324
▪ Phase 3: 60%, 95% & Bid Submittal	\$608,539
▪ Phase 4: Bid Support	\$26,360
▪ Phase 5: Construction Support	\$166,210
Total	\$1,032,713

Optional Services

▪ Designed Maintenance Building	\$66,920
▪ Concession/Restroom Pre-Fab Building at Baseball Fields	\$29,105
▪ Asphalt Paving at Four Existing Parking Lots	\$49,490

Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Thank you again for the opportunity to work with your City and Community on the Legacy Fields Sports Complex improvements.

Respectfully Submitted,

Verde Design, Inc.



Derek McKee, RLA

Principal

Legacy Fields Phase 1 Completion & Cal North Soccer Schematic
February 12, 2018
Page 9

Enclosure: 2018 Charge Rate Schedule

cc: Nance Cronin, Verde Design

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2018

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$215.00 per hour
Project Manager/Construction Manager	
Level Four	\$200.00 per hour
Level Three	\$180.00 per hour
Level Two	\$160.00 per hour
Level One	\$145.00 per hour
IT Manager	\$160.00 per hour
CAD Manager	\$155.00 per hour
Project Designer	\$135.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$130.00 per hour
Draftsperson Level II	\$115.00 per hour
Draftsperson Level I	\$110.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

RESOLUTION _____

AWARD A CONSTRUCTION CONTRACT TO GOODLAND LANDSCAPE CONSTRUCTION, INC OF TRACY, CALIFORNIA FOR THE CONSTRUCTION OF SPORTS FIELDS WITHIN THE PHASE 1C AREA OF THE LEGACY FIELDS SPORTS COMPLEX – CIP 78163 WITH BASE BID AND ALL ADDITIVE ALTERNATE BIDS AND APPROPRIATE \$3,662,058 FROM MEASURE V FUND 107 TO CIP 78163, FIND IT IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN, INC., FOR DESIGN OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D

WHEREAS, Legacy Fields Sports Complex Phase 1C - CIP 78163 project consists of one baseball field at the wagon wheel, outfield and foul line fencing on all five baseball fields of the western wagon wheel, a remote maintenance yard, two combination restroom/ concession buildings, one restroom building, the extension of electrical service to the maintenance yard and aforementioned buildings, and minimum ADA hardscaping to buildings at the Legacy Fields Sports Complex, and

WHEREAS, The project was advertised for competitive construction bids on January 19 and January 26, 2018, in which the following two (2) bids were received and publicly opened on February 21, 2018, and

Item	Contractor	Total Base Bid	Alternate A	Alternate B	Alternate C	Alternate D	Total of Alternates A, B, C, and D	Grand Total Base Bid + Alternates A, B, C, and D
1	Goodland Landscape Construction, Inc., Tracy CA	\$3,934,800	\$759,000	\$656,200	\$274,000	\$33,000	\$1,722,200	\$5,657,000
2	Diedi Construction Inc., Woodbridge, CA	\$4,298,000	\$715,500	\$679,400	\$241,500	\$96,100	\$1,732,500	\$6,030,500

WHEREAS, Goodland Landscape Construction, Inc. of Tracy, California is the lowest responsive monetary bidder and the bidder is responsible, and the anticipated cost of construction of this project is estimated as follows:

Option 1 – Base Bid

Contractor’s Bid for Construction	\$3,934,800
Construction Management (estimated at 5%)	\$ 196,740
Contingency (estimated at 10%)	\$ 393,480
Total Cost	\$4,525,020

Option 2 – Base Bid and Bid Alternates

Contractor’s Bid for Construction	\$5,657,000
Construction Management (estimated at 5%)	\$ 282,850
Contingency (estimated at 10%)	\$ 565,700
Total Cost	\$6,505,550

WHEREAS, These are approved CIPs with \$2,843,492 appropriated from General Projects Fund 301 and a supplemental appropriation of \$1,681,528 for Option 1 or \$3,662,058

for Option 2 are needed for the completion of Legacy Fields Sports Complex Phase 1C – CIP 78163, and

WHEREAS, City Council directed staff to return to Council with a plan to complete the entire Phase 1 of Legacy Fields Sports Complex; and

WHEREAS, Staff requested a proposal from the existing consultant, Verde Design, Inc., since they are most familiar and knowledgeable about the project; and

WHEREAS, The proposal is reasonable and cost effective with a Not To Exceed amount of \$1,178,228;

NOW THEREFORE BE IT RESOLVED, That the City Council:

1. Award the construction contract for the Legacy Fields Sports Complex Phase 1C- CIP 78163, to Goodland Landscape Construction, Inc., of Tracy, California, in the total amount of \$5,657,000 for base bid and additive bid alternate A, B, C, and D , authorize the City Manager to approve change orders up to the specified project contingency amount of \$565,700, if needed, authorize an appropriation of funds in the amount of \$3,662,058 from Measure V fund balance (107) to CIP 78163 and authorize the Mayor to execute the construction contract; and
2. Finds it in the best interest of the City to forego the formal request for proposal process and authorize a professional services agreement in the amount of \$1,178,228 with Verde Design Inc., of Santa Clara, California for these design services.

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

ADOPT RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN RANDALL BRADLEY AND THE CITY OF TRACY TO SERVE AS CITY MANAGER

EXECUTIVE SUMMARY

On September 20, 2017, City Council appointed Randall Bradley to serve as Interim City Manager. The City desires to secure and retain the services of Mr. Bradley until a formal recruitment for a permanent City Manager is completed. Following a closed session meeting with City Council, staff was directed to negotiate an at-will employment agreement with Randall Bradley to serve as City Manager for a limited term effective March 6, 2018 through January 31, 2019.

DISCUSSION

The City Council previously appointed Randall Bradley to serve as Interim City Manager. Recent amendments to Government Code section 20480 prohibit an out-of-class/interim appointment from exceeding 960 hours in a fiscal year while an agency is recruiting for that vacant position. Staff was directed to negotiate a limited term at-will employment agreement with Mr. Bradley for the position of City Manager. The terms and conditions proposed are consistent with the former City Manager's agreement with a few modifications which are noted below.

- Mr. Bradley shall receive an annual base salary of \$225,000.
- Mr. Bradley shall receive the same rights and benefits as those conferred to department heads in the most currently adopted Department Head Compensation and Benefit Plan.
- Mr. Bradley is entitled to receive an annual Management Benefit allowance of \$2,960 per calendar year for job related expenses or for professional development.
- The City shall contribute to Mr. Bradley's retirement in accordance with the appropriate California Public Employees' Retirement System (CalPERS) formula as required by CalPERS. (2%@55 – employee to pay full employee contribution share).
- The City shall contribute 5% of employee's base salary to his 401 deferred compensation plan.
- Mr. Bradley will receive nine months severance unless he voluntarily resigns, retires or is terminated for cause.

Differences to the previous City Manager's agreement include the following:

- Effective March 6, 2018 through January 31, 2019, Mr. Bradley shall serve as City Manager.
- Mr. Bradley may resign at any time with a 30-day written notice.
- Mr. Bradley will not apply for the permanent City Manager position during the upcoming recruitment.
- At the termination of this agreement, Mr. Bradley shall have the right to return to his position as Chief of the Tracy Fire Department.
- If the City terminates the Agreement prior to January 31, 2019, or the employee voluntarily resigns at the request of the City (for reasons other than those listed in Section 6 of the Agreement), Mr. Bradley shall not have the right to return to his position as Chief of the Tracy Fire Department.
- Mr. Bradley shall accrue 220 hours of vacation per year for the duration of his agreement, which was his vacation accrual as the City's Fire Chief.
- The Agreement contains a Non-Disparagement and Conduct provision.

STRATEGIC PLAN

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

FISCAL IMPACT

The fiscal impact of this action is offset by the savings realized by the vacant permanent City Manager position.

RECOMMENDATION

Following City Council direction to negotiate terms with Mr. Bradley, staff recommends that the City Council adopt a resolution approving an Employment agreement with Randall Bradley to serve as City Manager for a limited term effective March 6, 2018 through January 31, 2019.

Prepared by: Midori Lichtwardt, Director of Human Resources

Reviewed by: Tom Watson, City Attorney
Karin Schnaider, Finance Director
Kul Sharma, Assistant City Manager

Agenda Item 7
March 6, 2018
Page 3

Approved by: Tom Watson, City Attorney

Attachments: Exhibit A: Proposed Employment Agreement - Randall Bradley

EMPLOYMENT
AGREEMENT BETWEEN
RANDALL BRADLEY AND THE CITY
OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Randall Bradley, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. The City Council has made a determination to retain the EMPLOYEE in place until a formal recruitment for a permanent City Manager is completed, but is unable to do so due to CalPERS regulations with entering into a limited term agreement;
- B. The City desires to secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment for the limited term provided in this agreement.
- C. The parties have entered into this Agreement in recognition of the benefits accruing to each party. This Agreement will insure the retention of EMPLOYEE's services as City Manager and the performance of those duties in a manner which serves the best interests of the CITY, subject to the direction of the City Council.
- D. EMPLOYEE desires employment as the City Manager of the City of Tracy.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties agree as follows:

Section 1: Duties.

CITY agrees to employ Randall Bradley as City Manager of CITY to perform the functions and duties specified in Article 1 of Chapter 2.08 of Title 2, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term.

This Agreement shall expire on January 31, 2019 unless terminated earlier. Separation of employment at a time other than the expiration of this Agreement shall be governed by the provisions outlined in Sections 6 and 10 of this Agreement. EMPLOYEE may resign at any time from his position with the CITY provided he gives the CITY thirty (30) day's written notice in advance. EMPLOYEE specifically agrees that he shall not apply for the permanent City Manager position during the upcoming recruitment.

Section 3: Compensation and Benefits.

A. Base Salary. The CITY agrees to pay EMPLOYEE an annual base salary of \$225,000, payable in accordance with a pre-determined schedule applicable to all CITY employees.

B. Health, Disability and Life Insurance Benefits. Upon commencement of employment, EMPLOYEE is entitled to receive the same health, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

C. Car Allowance. EMPLOYEE is entitled to utilize either a City vehicle or be granted a car allowance of \$500 per month at EMPLOYEE's discretion.

D. Cell Phone Allowance. During the duration of EMPLOYEE's employment with CITY, EMPLOYEE shall be entitled, at EMPLOYEE's option, to either a Cellular Phone allowance of \$660 per year, prorated and allocated per pay period, or use, for City business, of a City-owned and paid for Cellular Phone.

E. Management Benefit Allowance. EMPLOYEE is entitled to receive an annual Management Benefit Allowance in the amount of \$2,960 per calendar year to be used at EMPLOYEE's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

F. Accrual and Use of Leave.

1. Vacation Accrual. For the duration of employment with CITY, EMPLOYEE shall accrue vacation leave at a prorated rate of 220 hours per year for the duration of this Agreement.

2. Sick Leave Accrual. EMPLOYEE shall accrue sick leave at the rate of four hours for each pay period of service.

3. Management Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.

4. Use of Leave. EMPLOYEE is entitled to accrue all leave, without limit, and if EMPLOYEE's employment is terminated, either voluntarily or involuntarily, he shall be compensated for all unused accrued vacation

leave at the rate of pay on the date of separation. EMPLOYEE shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

G. Deferred Compensation. CITY shall contribute 5% of EMPLOYEE's base salary to EMPLOYEE's 401a deferred compensation plan.

H. CalPERS (California Public Employees' Retirement System). EMPLOYEE shall pay the full employee contribution share under the 2% at 55 CalPERS formula.

Section 4: Performance Evaluation.

The City Council may require a performance evaluation at any time during the term of this Agreement.

Section 5: General Business Expenses.

CITY agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE for continuing and full participation in national, regional, state and local associations, and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the CITY. CITY shall review EMPLOYEE's requests for membership, professional development, and attendant travel thereto during the normal budget review process.

Section 6: Separation of Employment.

A. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement to provide a 30 day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE.

B. This Agreement shall terminate immediately upon the occurrence of any of the following events:

- (i) the death of EMPLOYEE;
- (ii) the loss by EMPLOYEE of legal capacity;
- (iii) conviction of a felony;
- (iv) the willful breach of material duty by the EMPLOYEE in the course of his employment;
- (v) repeated and protracted unexcused absences from the City Manager's office and duties; or
- (vi) conviction of an illegal act involving personal gain to EMPLOYEE.

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B of this Section 6, EMPLOYEE is entitled to the compensation earned by him before the date of termination as provided for

in this Agreement computed pro rata up to and including that date; EMPLOYEE shall be entitled to no further compensation after the date of termination.

D. The City may terminate this Agreement without cause at any duly noticed public meeting, subject to the provisions of Section 10.

Section 7: Reimbursement to CITY.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

- A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if he is subsequently convicted of a crime involving the abuse of his office or position;
- B. If CITY pays for EMPLOYEE's legal criminal defense, he shall fully reimburse the funds to the CITY if he is subsequently convicted of a crime involving an abuse of his office or position; and
- C. If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if he is subsequently convicted of a crime involving an abuse of his office or position.

Section 8: Return to Fire Chief Position.

Upon termination of this Agreement, Bradley shall have the right to return to his position as Chief of the Tracy Fire Department. This Section shall not apply if an event triggering Section 6 (B) of this Agreement occurs.

Section 9: Non-Disparagement and Conduct.

During the term of this Agreement, City Council Members will refrain from publicly discussing EMPLOYEE's performance, outside of comments regarding specific projects, requests for information or fulfilling obligations of Council oversight that must be performed in open session. Any other discussion of EMPLOYEE's performance shall otherwise be provided in a duly noticed closed session regarding EMPLOYEE's performance.

During the term of this agreement, EMPLOYEE shall refrain from any political campaign activity that can be construed as support or opposition to any Mayoral or Council Member candidates for the November 6, 2018 election.

Section 10: Severance.

If this Agreement is terminated by the CITY prior to January 31, 2019 or EMPLOYEE involuntarily resigns at the request of the CITY, other than for reasons enumerated in Section 6(A) or 6(B), EMPLOYEE is entitled to a Nine (9) month severance payment

based on the base salary as identified in Section 3A. If the severance payment is triggered, Section 8 of this Agreement shall be null and void.

For the purpose of this Agreement, severance shall include: base salary, CITY's contribution towards health benefit premiums, city paid life insurance premium and employer 401a deferred compensation contributions subject to the limitations in Government Code Sections 53260 and 53261. As a prerequisite for CITY paying severance as herein described, EMPLOYEE shall sign and deliver to the CITY a separation agreement approved by CITY. The severance pay shall be paid in a lump sum payment to EMPLOYEE by the CITY within 15 working days after the later of either the of receipt the separation agreement or the effective date of EMPLOYEE involuntary resignation or termination of this Agreement.

Section 11: General Provisions.

A. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.

B. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under Title 2 of the Tracy Municipal Code.

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

City of Tracy
Mayor
333 Civic Center Plaza
Tracy, CA 95376

Randall Bradley
1514 Terracina Circle
Manteca, CA 95336

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Alternatively, notices required under this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this

Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

E. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

F. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due him from CITY under this Agreement as of the date of his death shall be paid to his executors, administrators, heirs, personal representatives, successors, and assigns.

G. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in effect.

H. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

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

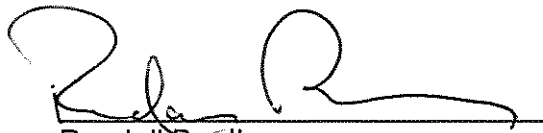
J. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be March 7, 2018.

CITY OF TRACY (EMPLOYER)

RANDALL BRADLEY (EMPLOYEE)

Robert Rickman, Mayor

Date: _____



Randall Bradley
Date: 3/1/18

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Thomas Watson, City Attorney

RESOLUTION 2018 - _____

APPROVING AN EMPLOYMENT AGREEMENT BETWEEN RANDALL BRADLEY AND THE CITY OF TRACY TO SERVE AS CITY MANAGER

WHEREAS, Randall Bradley is currently serving as the City’s Interim City Manager; and

WHEREAS, The City desires to employ Mr. Bradley as its City Manager subject to the terms and conditions set forth in the Employment Agreement between Randall Bradley and the City of Tracy (“Agreement”), and

WHEREAS, Mr. Bradley desires to be employed by the City of Tracy as its City Manager subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves the Employment Agreement between Randall Bradley attached to this agenda item and authorizes the Mayor to execute the Agreement.

The foregoing Resolution 2018 - _____ was adopted by the Tracy City Council on the 6th day of March, 2018 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 10.A

REQUEST

**APPOINTMENT OF ONE CITY COUNCIL MEMBER TO THE TRACY CHAMBER
GOVERNMENTAL AFFAIRS COMMITTEE**

EXECUTIVE SUMMARY

The Tracy Chamber of Commerce has requested appointment of a City Council Member to serve on the Tracy Chamber Governmental Affairs Committee to provide updates on business issues from the City.

DISCUSSION

The Tracy Chamber of Commerce has requested appointment of a City Council Member to serve on the Tracy Chamber Governmental Affairs Committee. The purpose of the Tracy Chamber Governmental Affairs Committee is to provide information and updates to Chamber membership on issues and legislation affecting businesses. Every month, the Chamber invites businesses to attend the Governmental Affairs Committee to engage in dialogue about issues affecting the business community, as well as receive updates from local, county, state, and federal representatives. In an effort to further provide information on the updates and information received during the meeting, the Chamber sends out an electronic email newsletter that provides information and links to websites where members can receive more information. The committee meets on the third Wednesday of every month at 4:00 p.m. at the Chamber of Commerce office.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council, by motion, appoint one member to serve on the Tracy Chamber Governmental Affairs Committee.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Kul Sharma, Interim Assistant City Manager

Approved by: Randall Bradley, Interim City Manager