

**Tuesday, September 17, 2019, 7:00 PM**

City Council Chambers, 333 Civic Center Plaza, Tracy

Web Site: [www.cityoftracy.org](http://www.cityoftracy.org)

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

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

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

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

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

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

CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
INVOCATION  
ROLL CALL  
PRESENTATIONS

1. CONSENT CALENDAR

- 1.A. APPROVAL OF SEPTEMBER 3, 2019, SPECIAL MEETING, CLOSED SESSION AND REGULAR MEETING MINUTES
  
- 1.B. AUTHORIZE AMENDMENT TO THE CITY'S CLASSIFICATION PLAN AND MASTER SALARY SCHEDULE BY APPROVING THE AMENDMENT OF VARIOUS EXISTING CLASSIFICATION SPECIFICATIONS INCLUDING; ACCOUNTING COORDINATOR, FIRE CAPTAIN, POOL MANAGER, SENIOR LIFEGUARD AND TREATMENT PLANT FACILITIES MAINTENANCE SUPERINTENDENT; APPROVING THE NEW CLASSIFICATION SPECIFICATION AND SALARY RANGE OF ANIMAL SERVICES MANAGER; AND AUTHORIZING AMENDMENT TO THE CITY'S POSITION CONTROL ROSTER TO REALLOCATE A FUNDED CORPORAL POSITION TO A SERGEANT AND REALLOCATE A FUNDED ANIMAL SERVICES SUPERVISOR TO ANIMAL SERVICES MANAGER WITHIN THE POLICE DEPARTMENT

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. PUBLIC HEARING FOR CONSIDERATION OF WATER RATE INCREASE
  
- 3.B. PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM AND APPROVING A JOINT POWERS AGREEMENT WITH THE EAST BAY COMMUNITY ENERGY (EBCE) AUTHORITY TO PROVIDE ELECTRIC SERVICES TO THE CITY OF TRACY
  
- 3.C. RECEIVE A REPORT ON SENATE BILL 438, AN ACT TO AMEND SECTION 53110 OF AND TO ADD SECTION 53100.5 TO THE GOVERNMENT CODE, AND TO ADD SECTIONS 1797.223 AND 1798.8 TO THE HEALTH AND SAFETY CODE RELATING TO EMERGENCY SERVICES

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

**September 3, 2019, 5:15 p.m.**

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:15 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Arriola, Vargas, Mayor Pro Tem Young, and Mayor Rickman present. Council Member Ransom absent.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION
  - A. Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9)

Initiation of litigation pursuant to § 54956.9(d)(4). (One case).

Significant exposure to litigation pursuant to § 54956.9(d)(2). (Two cases).
5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to recess the meeting to closed session at 5:15 p.m. Roll call vote found Council Members Arriola, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Ransom absent.

Council Member Ransom arrived at 5:16 p.m.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 6:02 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Motion was made by Council Member Vargas and seconded by Council Member Arriola to adjourn. Roll call vote found Council Members Arriola, Vargas, Mayor Pro Tem Young, and Mayor Rickman in favor; passed and so ordered. Time: 6:02 p.m. Council Member Ransom absent from roll call.

The agenda was posted at City Hall on August 29, 2019. The above are action minutes.

ATTEST:

\_\_\_\_\_  
Mayor

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

**September 3, 2019, 6:00 p.m.**

City Council Chambers, 333 Civic Center Plaza

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

1. Mayor Rickman called the meeting to order at 6:02 p.m.
2. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.
3. Items from the Audience – None
4. **WORKSHOP TO DISCUSS POTENTIAL REGULATIONS FOR COMMERCIAL CANNABIS ACTIVITY AND PROVIDE DIRECTION TO STAFF**

Jenny Haruyama, City Manager provided an outline of the presentation. William Dean, Assistant Development Services Director, and Karin Schnaider, Finance Director provided the presentation.

Robert Tanner stated he supported two sites, 1,000 foot buffer, background checks and pictures on badges, but not in favor of commercial store in the downtown area.

Wahid Abdul asked about fines for abuse of the ordinance by owners, are the health and welfare permits for recreational also, and if there is a change of ownership, is the permit void.

David McPherson, HDL responded to Mr. Abdul's question regarding change of ownership.

Chris Hester provided industry input regarding the 600 foot buffer, volatile and non-volatile manufacturing, having 4 to 6 retail stores, and locating businesses in large traffic areas.

City Council questions and comments followed:

It was City Council consensus to include the following in developing cannabis regulatory requirements:

- State law 600-foot buffer
- No on outdoor cultivation
- Non-volatile and phase in volatile after public safety approval
- 4 to 6 permits (Support Phasing)
- Unsure on employee background checks
- Employee badges
- 5% financial ownership
- Tracy Municipal Code Title 1.12 Appeal Process

**ACTION:** Motion made by Council Member Vargas and seconded by Council Member Arriola to complete the workshop. Roll call found all in favor; passed and so ordered.

5. ADJOURNMENT – Time: 6:58 p.m.

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

The above agenda was posted at the Tracy City Hall on August 29, 2019. The above are action minutes. A recording is available at the office of the City Clerk.

\_\_\_\_\_  
Mayor

ATTEST:

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

**September 3, 2019, 7:00 p.m.**

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman called the meeting to order at 7:05 p.m.

Mayor Rickman announced that agenda item 3.C will be heard before item 3.B.

Mayor Rickman led the Pledge of Allegiance.

Pastor Kal Waetzig, Saint Paul's Lutheran Church offered the invocation.

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

Jenny Haruyama, City Manager presented Employee of the Month Award for September 2019 to Jessica Ornellas, Finance Department.

Alex Neicu, Interim Police Chief presented Life Saving Awards to Explorer Cody Cleary, Sergeant Mike Richards, and Officer Derek Perry.

1. CONSENT CALENDAR – Following the removal of consent item 1.I by David Hicks motion was made by Council Member Vargas and seconded by Council Member Ransom to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
  - 1.A ADOPTION OF AUGUST 13, 2019 SPECIAL MEETING MINUTES, AND AUGUST 20 2019 CLOSED SESSION AND REGULAR MEETING MINUTES – **Minutes were adopted.**
  - 1.B ACCEPT THE SUPPORT SERVICES MODULAR BUILDING PROJECT, CIP 71082, COMPLETED BY SILVA ELECTRIC OF TRACY, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT – **Resolution 2019-176** accepted the project.
  - 1.C APPROVE A CHANGE ORDER IN THE AMOUNT OF \$44,000 TO ROYAL ELECTRIC COMPANY OF SACRAMENTO, CALIFORNIA FOR THE TRACY MUNICIPAL AIRPORT REPLACEMENT OF THE EXISTING AUTOMATE WEATHER OBSERVATION SYSTEM (AWOS) III EQUIPMENT ON EXISTING TOWER AND FOUNDATIONS PROJECT, CIP 77552, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER – **Resolution 2019-177** approved the Change Order.

- 1.D APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3857, PLAN "C" / SMPA - ELISSAGARAY (SIC) INFILL AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-178** approved the First Amendment to the agreement.
- 1.E WAIVE SECOND READING AND ADOPT ORDINANCE 1271, AN ORDINANCE OF THE CITY OF TRACY, CALIFORNIA, AMENDING SECTION 2.28.470 OF THE TRACY MUNICIPAL CODE REGARDING LEASES OF CITY-OWNED AIRPORT HANGARS AND GROUND LEASES AT TRACY MUNICIPAL AIRPORT AND NEW JERUSALEM AIRPORT – **Ordinance 1271 was adopted**
- 1.F ADOPT RESOLUTION APPROVING GRANT AGREEMENT AIP #3-06-0259-020-2019 IN THE AMOUNT OF \$217,080 WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE PLANNING AND DESIGN OF THE AIRPORT LAYOUT PLAN/AIRPORT GEOSPATIAL INFORMATION SYSTEM WITH OBSTRUCTION MITIGATION PLAN AT THE TRACY MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO SIGN TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS AND APPROVE A NEW CAPITAL IMPROVEMENT PROJECT (CIP) FOR THE PLANNING AND DESIGN OF THE AIRPORT LAYOUT PLAN/AIRPORT GEOSPATIAL INFORMATION SYSTEM WITH OBSTRUCTION MITIGATION PLAN AT THE TRACY MUNICIPAL AIRPORT WITH A NOT TO EXCEED BUDGET OF \$241,200 – **Resolution 2019-179** approved the grant.
- 1.G APPROVE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA) AND THE TRACY TECHNICAL SERVICES EMPLOYEE ASSOCIATION (TTSSEA) CLARIFYING EXISTING CONTRACT LANGUAGE; AND AUTHORIZE THE CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS THAT MAKE MINOR MODIFICATIONS TO EXISTING LANGUAGE AND HAVE MINIMAL FISCAL IMPACT – **Resolution 2019-180** approved the Side Letter Agreements.
- 1.H APPROVE A GENERAL SERVICES AGREEMENT WITH DILLARD ENVIRONMENTAL FOR THE PURPOSES OF LOADING, HAULING AND DISPOSING OF WASTEWATER TREATMENT BIOSOLIDS FOR FISCAL YEAR 2019-20 – **Resolution 2019-181** approved the agreement.
- 1.I REJECT BID PROTEST, AWARD CONSTRUCTION CONTRACT TO MOZINGO CONSTRUCTION INC., OF OAKDALE, CALIFORNIA, FOR THE WASTEWATER EFFLUENT OUTFALL PIPELINE PROJECT (CIP 74083), AND APPROVE A CONTINGENCY AMOUNT FOR THE PROJECT; APPROVE PROFESSIONAL SERVICES AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY AND CH2M HILL INC., TO PROVIDE SERVICES FOR THE PROJECT; AND DECLARE INTENTION TO REIMBURSE EXPENDITURES FROM BOND PROCEEDS TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS

David Hicks, Vice President of Mountain Cascade pulled the item to express his concerns regarding the City of Tracy bid requirements, rejection of Mountain Cascade bid protest and award of contract to Mazingo Construction, Inc.



Matthew Quall, Attorney for Mazingo Construction responded to Mr. Hick's comments and supported staff and the hearing officer's recommendation regarding the bid protest.

City Council questions and comments followed.

**ACTION:** Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to adopt the following Resolutions:

**Resolution 2019-182** rejecting the bid protest filed by Mountain Cascade Inc., awarding a Construction Contract to Mazingo Construction Inc., of Oakdale, California for the Wastewater Effluent Outfall Pipeline Project (CIP 74083), and approving a contingency amount for the project.

**Resolution 2019-183** approving a Professional Services Agreement with CH2M Hill Inc., to provide design support services during construction of the Wastewater Effluent Outfall Pipeline Project, CIP 74083.

**Resolution 2019-184** approving a Professional Services Agreement with Jacobs Project Management Company, a Texas Corporation to provide construction management and inspection services for the Wastewater Effluent Outfall Pipeline Project, CIP 74083.

**Resolution 2019-185** declaring intention to reimburse expenditures from the proceeds of obligations to be issued by the City and directing certain actions.

Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Alice English expressed her concerns regarding a project by Katerra having to go before City Council when the project was already approved by the Planning Commission on August 14, 2019.

Robert Tanner asked if the City will still enjoy the California Climate Credit from PG&E when participating in the EBCE Community Choice Aggregation Program. Mr. Tanner also indicated Measure V funds could be used for the Animal Shelter.

Jass Sangha expressed gratitude on behalf of Sikh Americans for the support that Tracy and neighboring cities has shown related to the horrific crime that occurred in Tracy. Ms. Sangha also thanked the Police Department for their efforts.

### 3. REGULAR AGENDA

- 3.A CONDUCT A PUBLIC HEARING TO AUTHORIZE THE ACCEPTANCE OF \$11,665 FROM THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING HEALTH AND WELLNESS RELATED TRAINING, SERVICES, AND COUNSELING TO LAW ENFORCEMENT OFFICERS AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 19/20

Beth Lyons-McCarthy, Support Services Division Manager provided the staff report.

There were no comments from the audience.

City Council questions followed.

**ACTION:** Motion was made by Council Member Vargas and seconded by Council Member Ransom to adopt **Resolution 2019-186** authorizing the acceptance of \$11,665 from the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for funding health and wellness related training, services, and counseling to law enforcement officers and approving the appropriation to the Police Department budget for Fiscal Year 19/20. Roll call found all in favor; passed and so ordered.

### DEVIATION

3.C DISCUSS PROJECT LABOR AGREEMENTS FOR CITY CONSTRUCTION PROJECTS AND PROVIDE DIRECTION TO STAFF

Andrew Malik, Assistant City Manager provided the staff report.

Michael Mark, Raul Hernandez, Brian Gini, Pete Butler, Esau Hernandez, Alicia Mijares, Chris Greene, Manual Zapata, Robert Kuks, Orlando Castellon, Connie Murdock, Dan Martin, Ben Rivera, Gary Peiffer, Ken Guertin spoke in support of the City negotiating a Project Labor Agreement (PLA) with the San Joaquin County Building Trades.

Joe Lubas, Casey Fargo, Steve, Frances Ruelas, Nicole Goehring spoke in opposition of the City negotiating a Project Labor Agreement (PLA) with the San Joaquin County Building Trades.

City Council questions and comments followed.

Council Members Arriola and Mayor Pro Tem Young supported a \$3 million dollar bid threshold. Council Member Vargas and Mayor Rickman supported a \$1 million dollar bid threshold. Council Member Ransom did not confirm a bid threshold. It was Council consensus to target local hiring.

**ACTION:** Motion made by Mayor Rickman and seconded by Council Member Vargas to negotiate a Project Labor Agreement with San Joaquin County Building Trades. Roll call found all in favor; passed and so ordered.

Mayor Rickman called for a recess at 9:20 p.m.

Mayor Rickman reconvened the meeting at 9:30 p.m.

3.B DISCUSS THE CITY'S SIGN REGULATIONS RELATED TO ELECTRONIC READERBOARDS/DIGITAL BILLBOARDS AND PROVIDE DIRECTION TO STAFF

William Dean, Assistant Development Services Director provided the staff report.

Mary Mitracos expressed her concerns regarding electronic billboards and moving signs.

Robert Tanner shared his concerns regarding digital billboards.

Alice English expressed her concerns regarding digital billboards along the freeway.

Tim Moody, representing Northgate Village owners, supported the existing electronic sign with tenant's names, and a specific plan amendment for Northgate Village.

Charlie Gay, signage consultant, stated the owners want to use the existing sign with a different message, update specific plan and regulate for the City. Mr. Gay provided a handout to the Clerk for City Council.

Jass Sangha stated the Northgate business owners are not asking for special treatment or drastic change, but request staff and Council look at the sign.

Charles Gracie, Northgate business owner, stated he did not think the sign would be negative for Tracy, but will bring more business to Tracy.

City Council comments and questions followed.

It was City Council's consensus to direct staff to bring back an agenda item to include a proposed amendment within the I-205 specific plan to include digital boards at Northgate Village and West Valley Mall area.

4. ITEMS FROM THE AUDIENCE – There was no one who wished to speak.
5. STAFF ITEMS – Jenny Haruyama, City Manager announced the following: 5<sup>th</sup> Annual Blues, Brews & BBQ on September 7, 2019, Affordable and Workforce Housing Community Meeting on September 9, 2019, at 6:00 p.m. at the Tracy Transit Station, Grand Theatre for the Arts 2019-2020 presenting season, City and Tracy Animal Services and nonprofit friends of the Animal Shelter fun doggie day on September 15, 2019 from 8:00 to 10:00 a.m. which includes a two mile walk/trot at the Animal Shelter.

6. COUNCIL ITEMS

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

Adrienne Richardson, City Clerk provided the staff report.

No one from the public wished to speak.

City Council comments followed.

**ACTION:** Motion was made by Council Member Vargas to appoint Mayor Rickman and Council Member Vargas to interview the Planning Commission applicants. Motion failed due to lack of second.

**ACTION:** Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to appoint Mayor Rickman and Council Member Ransom to interview the Planning Commission applicants. Council Members Arriola, Ransom and Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas opposed. Mayor Rickman abstained.

6.B ADOPT A RESOLUTION FORMALLY ESTABLISHING THE TRACY HOMELESSNESS STRATEGIC PLAN DEVELOPMENT AD HOC COMMITTEE AND DISCUSS AND PROVIDE DIRECTION REGARDING EXPANDING THE COMMITTEE'S SCOPE TO INCLUDE EXPLORATION OF A TEMPORARY HOMELESS SHELTER IN TRACY

Midori Lichtwardt, Assistant City Manager presented the staff report.

No one from the audience wished to speak.

Council Member Arriola and Council Member Ransom clarified the request to expand scope to include exploration of a temporary homeless shelter in Tracy.

City Council questions and comments followed.

**ACTION:** Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to adopt **Resolution 2019-187** establishing the Tracy Homelessness Strategic Plan Development Ad Hoc Committee and expand the scope of the committee to include exploration of a temporary homeless shelter in Tracy. Roll call found Council Members Arriola, Ransom and Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed.

6.C RECEIVE UPDATE REGARDING CITY OF BOISE'S REQUEST FOR REVIEW BY THE U.S. SUPREME COURT OF THE NINTH CIRCUIT'S DECISION ON MARTIN V. CITY OF BOISE

Leticia Ramirez, Interim City Attorney provided the staff report.

There was no one from the public who wished to speak.

Mayor Rickman shared his reasons for requesting an update on the Ninth Circuit's decision on the Martin v. City of Boise.

City Council comments followed.

There was no action on this item.

Council Member Vargas made reference to agenda item 6.B.

Council Member Ransom invited the community to the 2<sup>nd</sup> annual Tracy Police Activity League (Tracy PAL) Poker run on September 7, 2019. Tickets are \$25.00 per ride or \$15.00 per passenger.

Council Member Arriola acknowledged the following: Labor Day, union representatives at the meeting, thanked the city, staff, Police Department and the community for their efforts with the unfortunate passing of Parmjit Singh, congratulated Morgan Territory for winning the 2019 Brewery of the Year at the California State Fair who will be having a brewery of the year celebration on September 7, 2019 at noon.

Mayor Rickman acknowledged the Blues, Brews & Blues event, and the Grand Theatre presenting season program and touched on upcoming shows.

Council Member Vargas gave a shout out for her grandbaby's first birthday.

7. ADJOURNMENT – Time: 11:34 p.m.

**ACTION:** Motion was made by Council Member Ransom and seconded by Council Member 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 August 29, 2019. 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

**AUTHORIZE AMENDMENT TO THE CITY'S CLASSIFICATION PLAN AND MASTER SALARY SCHEDULE BY APPROVING THE AMENDMENT OF VARIOUS EXISTING CLASSIFICATION SPECIFICATIONS INCLUDING; ACCOUNTING COORDINATOR, FIRE CAPTAIN, POOL MANAGER, SENIOR LIFEGUARD AND TREATMENT PLANT FACILITIES MAINTENANCE SUPERINTENDENT; APPROVING THE NEW CLASSIFICATION SPECIFICATION AND SALARY RANGE OF ANIMAL SERVICES MANAGER; AND AUTHORIZING AMENDMENT TO THE CITY'S POSITION CONTROL ROSTER TO REALLOCATE A FUNDED CORPORAL POSITION TO A SERGEANT AND REALLOCATE A FUNDED ANIMAL SERVICES SUPERVISOR TO ANIMAL SERVICES MANAGER WITHIN THE POLICE DEPARTMENT**

EXECUTIVE SUMMARY

This report recommends the amendment of five (5) existing classification specifications including; Accounting Coordinator, Fire Captain, Pool Manager, Senior Lifeguard and Treatment Plant Facilities Maintenance Superintendent and the addition of a new classification specification for Animal Services Manager. The Police Department has requested a change to the City's position control roster to convert a funded Corporal position to a Sergeant position and a funded Animal Services Supervisor position with an Animal Services Manager to better meet the department's operational needs. The proposed amendments do not require a budget amendment.

DISCUSSION

Periodically, the Human Resources Department receives requests to update classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education and experience, and/or service needs. Staff reviewed the existing classifications, worked with the departments to make recommended changes in education, experience and certification requirements, and updated essential duties to accurately reflect the work that is being performed by these classifications. In addition, staff met with the appropriate bargaining units that represent these classifications and discussed these recommended changes. The bargaining units that represent the classifications agreed with the recommended updates to the existing classifications.

**Accounting Coordinator**

The Finance Department currently has one allocated full-time Accounting Coordinator position which was narrowly designed to focus on one source of revenue collection. To enhance flexibility and address customer service needs, staff recommends broadening the scope of this classification to include accounting duties related to utility billing, accounts receivable, and accounts payable.

### **Fire Captain**

The proposed changes to the Fire Captain classification specification include updates to the duties, qualifications, special requirements and tools and equipment. Following a review of the classification with the South San Joaquin County Fire Authority, staff recommends updating the classification to ensure appropriate alignment with the State of California Fire Marshal Company Officer certification requirements. Staff recommends revising the requirement for incumbents to pass a psychological examination, as all sworn fire personnel are required to pass a psychological evaluation prior to being hired with the City.

### **Pool Manager and Senior Lifeguard**

Due to difficulty in recent recruitment efforts, staff recommends updating the Pool Manager and Senior Lifeguard classifications to allow the Water Safety Instructor (WSI) to be a desirable requirement. This change maintains compliance with California Code of Regulations requiring Public Safety Personnel, including lifeguards, to be compliant with Title 22 training regulations.

### **Treatment Plant Facilities Maintenance Superintendent**

Staff recommends removing the requirement to possess a Grade 1 Water Distribution Operator certificate as this certification is not needed at this classification level. Updating this classification will facilitate recruitment efforts offering a greater number of qualified candidates.

### **Animal Services Manager**

The current staffing model for the Animal Services Division includes a currently vacant Animal Services Supervisor position. As discussed in the report presented to Council on August 20, 2019, functionally, there exists a gap of responsibility between the first-line supervisor position and the Bureau of Support Services Manager. Because of this, the Police Department requests that the Animal Services Supervisor position be converted to an Animal Services Manager. The new job specification will include additional responsibilities beyond providing technical guidance, to include building partnerships within the animal services community and expanding grant and fundraising opportunities. The increase in cost, estimated to be approximately \$27,000 will be absorbed into the current PD budget.

The recommended salary range for this classification is \$ 7,327.78 - \$ 8,906.96 per month.

### **Sergeant Position**

A currently-vacant Corporal position, initially allocated by the City Council for FY 2019-2020, will be converted to the position of Sergeant. The increase in cost, estimated to

be approximately \$12,000 annually, will be absorbed into the current PD budget. The conversion allows the department to staff an additional supervisory position in the Community Preservation Unit, increasing the ability to deal with unconventional community issues such as homelessness, neighborhood disputes, mental health, etc. In addition to these issues, the Sergeant will be directly responsible for providing supervision and accountability within the unit and will coordinate some project-based work citywide, alongside other city departments.

### 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

Funding for the existing positions are included in the adopted budget while funding for the position allocation changes will be absorbed in the department's current operational budget.

### RECOMMENDATION

That the City Council, by resolution, authorize an amendment to the City's Classification Plan and Master Salary Schedule to amend various existing classification specifications including Accounting Coordinator, Fire Captain, Pool Manager, Senior Lifeguard and Treatment Plant Facilities Maintenance Superintendent; Approving the new classification specification and salary range for Animal Services Manager and authorize an amendment the position control roster to convert a Corporal position to a Sergeant and convert an Animal Services Supervisor to an Animal Services Manager within the Police Department.

Prepared by: Naydee Rosette, Human Resources Analyst II

Reviewed by: Kimberly Murdaugh, Director of Human Resources  
Karin Schnaider, Director of Finance  
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachments: Exhibit A – Accounting Coordinator Job Description  
Exhibit B – Fire Captain Job Description  
Exhibit C – Pool Manager Job Description



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Exhibit D – Senior Lifeguard Job Description  
Exhibit E – Treatment Plant Facilities Maintenance Superintendent  
Job Description  
Exhibit F - Animal Services Manager  
Exhibit G – Master Salary Schedule

**City of Tracy****ACCOUNTING COORDINATOR**

Class Title: Accounting Coordinator  
 Department: Administrative Services  
 EEO Code: 80  
September 3, 2019  
 FLSA Status: Non-Exempt

Class Code: 40203  
 Unit: Technical & Support Services  
 Effective Date: April 15, 2014, Revised:

**DESCRIPTION**

Under general direction, performs a variety of highly technical and specialized accounting duties related to utility billing, accounts receivable, accounts payable and development services implementation, administration, monitoring and reporting of Capital Improvement Projects, Community Development Block Grants, Finance and Implementation Plans and Capital-In-Lieu Fee revenues; provides accounting assistance to Departments and City staff; and performs other duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

The Accounting Coordinator is an ~~entry level~~entry-level accountant position in the accounting classification series. The incumbent performs complex accounting functions requiring specialized knowledge of Federal, State and City accounting, monitoring and financial reporting requirements ~~for Capital Improvement Projects, Community Development Block Grants, Finance and Implementation Plans and Capital-In-Lieu Fee revenues~~. Duties require developing and implementing required accounting systems and reporting procedures; regularly coordinating with, and providing information and assistance to, management, and internal staff; gathers and analyzes information from a variety of sources; and compiles and prepares a variety of statistical and financial reports~~engineers, consultants, outside agencies, and grant sub-recipients~~. The incumbent is expected to exercise independent decision-making skills in resolving problems. Supervision is received from management or higher level accounting staff. The incumbent may serve in a lead capacity exercising technical and functional direction over lower level clerical and accounting staff. The Accounting Coordinator is distinguished from the lower level Accounting Technician by the nature of the specialized duties and the higher level of analytical skill and independent judgment required to perform duties at the higher class.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

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

Perform complex accounting functions requiring specialized knowledge ~~Review, analyze and interpret of~~ Federal, and State and City accounting, monitoring and financial reporting requirements, ~~regulations and local provisions regarding implementation, administration, monitoring and reporting of Capital Improvement Projects (CIP) and Community~~

~~Development Block Grants (CDBG);~~ recommend strategies for implementation and develop required systems, procedures and reporting formats.

Coordinates the cashiering, collection, and receipt of monies by the City, maintains records of receivables, prepares invoices, and prepares monthly billings for miscellaneous charges; and maintains accounts receivable and billing systems.

Assist in application process, execution and monitoring of ~~grants, CDBG subrecipient agreements;~~ provide information on accounting requirements to subrecipients; receive and process reimbursement requests; communicate with parties involved to provide information and resolve problems.

Track Financial Implementation Plans provided by developers; coordinate cost data with consultants and staff; calculate Development Impact Fees and communicate fee information to developers; monitor the collection of Development Impact Fees for accuracy; prepare annual Development Impact Fee Report.

Calculate Capital-In-Lieu fees for developments; process fees per various agreement requirements.

Assist program management engineers with Assessment Districts and Bonds for CIP's; provide fund allocation information; develop and maintain a Developer Reimbursement Tracking System; prepare Summary of Expenditure reports for engineers; provide expenditure and revenue reports as needed; process development review billing.

Coordinate accounting functions and responsibilities closely with management, City staff, ~~engineers, consultants, developers, grant sub-recipients,~~ and outside agencies.

~~Monitor and compile~~ Maintain and update the annual Master Fee ~~schedule~~ Template for calculating; reconcile and provide reports for various development -fees ~~impact fees~~ including, but not limited to, County Facilities Fees; Regional Transportation Impact Fees; Capital-In-Lieu Fees.

Maintain ~~d~~ Detailed finance records of all revenue billed and collected for all utilities including water, sewer, garbage/solid waste and storm drain services; Sheets providing cost estimates and project details from engineers for Capital Improvement Projects; maintains general ledgers and sub-ledgers. prepares and enters journal entries. ~~to record Building Permit Fees collected for CIP's.~~

Prepare semi-monthly, quarterly and annual reports and statements for Federal and State agencies; prepare various expenditure and revenue reports for departments.

Assists with the preparation of the City's annual budget; assists with audits and auditor's requests as needed.

Provide technical information and direction regarding applicable procedures and methods; interpret and explain rules, answer questions and resolve complex customer service-issues, problems or complaints.

Gather and analyze information from a variety of sources; compile and prepare a variety of statistical and financial reports.

Perform other duties as assigned.

### **MINIMUM QUALIFICATIONS**

Knowledge of:

Federal and State laws, rules and regulations including accounting, monitoring and reporting requirements pertaining to assigned duties.

~~Residential and commercial development implications as it relates to municipal planning and engineering functions.~~

Principles and practices of governmental budgeting, accounting, financial record keeping and auditing.

Customer service principles, practices, and fundamental aspects of human behavior, including conflict resolution.

Supervisory principles and practices, including work planning, review and evaluation.

Ability to:

Proficiently use personal computer applications including Microsoft Word, Excel and Outlook.

Analyze, interpret and apply federal and state regulations and procedures related to assigned duties.

Work independently and organize, prioritize and coordinate work activities among multiple departments and divisions.

Coordinate responsibilities and communicate successfully with a variety of individuals both inside and outside the City, ~~including management, staff, engineers, consultants, developers, grant sub-recipients, and outside agencies.~~

Convey information to others successfully both orally and in writing.

Use initiative and sound independent judgment within established guidelines.

Build and maintain positive working relationships with co-workers, other City employees and the public.

## **EDUCATION AND EXPERIENCE**

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

Education:

~~Major course work in public or business administration, accounting, finance or closely related field.~~ Graduation from an accredited college or university in public or business administration, accounting, finance or closely related field ~~is desirable.~~

Experience:

~~Two~~ (2) years of increasingly responsible technical accounting ~~experience~~ which experience, which includes experience that would provide a demonstrated understanding of accounts receivable, accounts payable, utility billing or development services billing residential and commercial development implications as it relates to a municipal agency. planning and engineering functions.

## **LICENSES AND CERTIFICATES**

Possession of, or ability to obtain and maintain, an appropriate, valid California driver license by date of hire.

## **TOOLS AND EQUIPMENT USED**

Requires frequent use of personal computer and printer, including word processing and spread sheet software; central financial computer system, 10 key calculator, phone, fax and copy machine.

## **PHYSICAL REQUIREMENTS**

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 required to use hands to finger, 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 25 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.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries and other staff.

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

## City of Tracy

**FIRE CAPTAIN**  
**(Site Supervisor/Incident Commander)**

Class Title:	Fire Captain	Class Code:	<del>70105</del> 7105
Department:	Fire	Bargaining Group:	<u>The Tracy Firefighters Association</u>
EEO Code:	78	Effective Date:	1988
FLSA Status:	Non-Exempt	Revision History:	4/02, <u>9/19</u>

**DESCRIPTION**

To supervise and direct the activities of those career and reserve personnel assigned to a particular site (station) in fire suppression, emergency rescue, fire inspections, fire investigations, and training activities; to serve as incident commander during emergency incidents ~~until~~unless relieved by higher ranking ~~officer~~personnel.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direction and supervision from a Battalion Chief or higher ranking officer.

Exercises immediate, technical and functional supervision of subordinate staff including career and reserve personnel.

As Incident Commander, exercise immediate supervision of all resources necessary to mitigate the emergency until/unless relieved by a higher-ranking officer.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

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

Carry out the mission, goals and objectives of the department in an effective and efficient manner.

Recommend and assist in the implementation of goals, objectives, policies and procedures; recommend operation methods and schedules.

Plan and supervise the work assignments of fire personnel, including reserves, in an assigned company; provide input to staff and assigned personnel in the evaluation of performance as required by the department, coach and evaluate staff, monitor employee performance objectives and work with employees to correct deficiencies.

## EXHIBIT B

Direct firefighting and rescue operations until relieved by a superior officer; respond to fire alarms as an incident commander, and assume responsibility for the direction, performance and safety of assigned firefighting personnel at the scene of an emergency incident.

Provide input for budget preparation; submit for needed equipment, supplies, programs; monitor and control expenditures.

Assist in the minor maintenance and repair of fire suppression equipment and facilities.

Maintain discipline and control of all functional elements and efficiently and effectively utilize those resources.

Establish and regularly measure performance expectations of assigned personnel. Make staff program managers aware of possible methods to increase station or department's operational efficiency and effectiveness.

Instruct and drill assigned personnel in firefighting methods, techniques, and related subjects.

Enforce applicable rules, regulations, ordinances and laws. Make recommendations for change that may be necessary or appropriate to assigned area of responsibility.

See that all reports, forms, recommendations, requisitions, administrative procedures, and requests are accurately prepared and submitted in a timely manner and/or by established deadline.

Coordinate special projects as directed or assigned.

Assist management and supervisory staff in the maintenance, revision, and improvement of operations in the department.

### **QUALIFICATIONS**

Must have a minimum of four years full time suppression experience with the South San Joaquin County Fire Authority or City of Tracy Fire Department ~~in a municipal fire department.~~

Must have successfully completed initial probation with South San Joaquin County Fire Authority or City of Tracy Fire Department.

Possession Completion of the California State Fire Marshal's Office Fire Officer Certification



OR

Successful completion of the Company Officer Certification courses as designated by the California State Fire Marshal's Training Division.

Completion of Company Officer Certification Taskbook as approved by the California State Fire Marshal and signed off by Fire Chief within 12 months of appointment to successfully pass probation.

Possession of, or ability to obtain and maintain ~~an appropriate,~~ a valid Class B (Fire Apparatus) California driver license with current DMV requirements for fire apparatus operation.

Possess and maintain EMT-~~B~~ certification or EMT-P at time of application.

Associate of Science degree A.S. in Fire Science is highly desirable.

### **SPECIAL REQUIREMENTS**

~~Incumbents in this class must pass a psychological examination.~~

In accordance with City policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with City policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

### **MINIMUM QUALIFICATIONS**

#### **KNOWLEDGE OF**

Principles, practices, and procedures of modern firefighting and emergency systems that may be utilized for the protection of lives and property, including knowledge of the command principles of company officers, hazardous materials procedures for company officers, basic and advanced instructional techniques, fire cause and determination, company officer management and supervision, fire inspection practices and code enforcement.

Fire apparatus, equipment, tools, devices, facilities, and their proper utilization and maintenance.

Emergency medical services and CPR.

## EXHIBIT B

Local geography, including the location of water mains, hydrants, and the target hazards in the district.

Preparation of Pre-Incident Assessments, and assures that assigned personnel are fully aware of the elements of those assessments.

### ABILITY TO

Work effectively and efficiently with other site supervisors, staff and support personnel.

Make sound decisions and direct fire personnel at the scene of an emergency.

Effectively interpret and make decisions in accordance with rules, regulations, policies and procedures. Suggest program changes that increase departmental efficiency and effectiveness.

Communicate clearly and concisely, both orally and in writing.

Supervise, train, and evaluate assigned personnel.

Maintain confidentiality as it relates to training documents (when appropriate) and information therein which warrants confidentiality such as evaluations and disciplinary documents.

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

### TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone and other applicable tools or equipment used in the Fire Service.-

### 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 accommodation 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 stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

## EXHIBIT B

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

### **WORK ENVIRONMENT**

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

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

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

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

City of Tracy

**POOL MANAGER  
(Temporary/Seasonal Position)**

Class Title: Pool Manager	Class Code: <u>936890638</u>
Department: Parks & Community Services	Bargaining Unit: N/A
EEO Code: 70	Effective Date: 12/20/02
FLSA Status: Non-Exempt	Revision History: N/A, <u>9/19</u>

Definition

Under supervision of the Recreation Coordinator, to organize and plan daily activities of the aquatics program and Swim Center facility; monitor the activities of the pool, water, decks and surrounding area; enforce City rules and regulations; ensure safety of pool patrons; perform swimming rescues and first aid and CPR; maintain facilities and equipment; follow oral and written instructions.

Examples of Duties

Guard the pool and surrounding area, as needed.  
 Perform swimming rescues, first aid and CPR, as needed.  
 Develop and implement training curriculum for lifeguards and other aquatics staff.  
 Supervise other department staff, volunteers and contractors.  
 Assist in conducting program evaluations.  
 Assign staff work duties and schedules.  
 Assist with participant registration and inquiries.  
 Oversee the collection and security of revenues.  
 Facilitate problem solving.  
 Prepare and disseminate program publicity materials.  
 Conduct frequent inspections of pool facility.  
 Enforce City, department, and program rules, policies and regulations.  
 Maintain a safe environment in the pool and surrounding area and ensure safety of pool patrons.  
 Remain present at the pool during work shift.  
 Assist other City staff and members of the public.  
 Attend and conduct staff meetings and trainings.  
 Prepare and maintain reports and records of program activities.  
 Work a flexible work schedule that may include evenings, holidays and weekends.  
 Provide swimming instruction to persons of all ages and abilities, as needed.  
 Maintain professional, courteous behavior toward co-workers, members of the public and all others contacted in the course of work.  
 Perform duties assigned by supervisor.

Employment Standards

Must be at least 18 years of age. Possession of a California driver's license is required. Equivalent to three years of experience at an aquatic facility as a lifeguard and swim instructor. Prior experience in supervision and leading of others. Maintain and possess

current certification in Lifeguard training, CPR for the Professional Rescuer and First Aid. A Water Safety Instructor certificate is ~~required~~desirable. Must pass a water skills test.

In accordance with Education Code 10911.5, employees having direct contact with minors must be fingerprinted and in accordance with Public Resources Code 5163, employees must be free of communicable tuberculosis to perform work for recreational purposes. Applicants selected must pass a physical exam, which includes drug screening and TB testing, fingerprint background check, and submit a work permit, if applicable.

#### Work Environment and Physical Demands

Work will take place in an environment that will cause exposure to the sun and light chemical substances, such as chlorine. All work activities are performed in a public swimming facility. Must be able to see and hear; sit and stand for long periods of time; possess an audible voice for communication; ability to perform water rescue; ability to lift objects up to 50 pounds

**City of Tracy****SENIOR LIFEGUARD  
(Temporary/Seasonal Position)**

Class Title: Senior Lifeguard  
 Department: Parks & Community Services  
 EEO Code: 70  
 FLSA Status: Non-Exempt

Class Code: 963790637  
 Bargaining Unit: N/A  
 Effective Date: 12/2002  
 Revision History: N/A

**Definition**

Under supervision of the Pool Manager and Recreation Coordinator, to monitor the activities of the pool, water, decks and surrounding area; enforce City rules and regulations; ensure safety of pool patrons; prevent accidents; perform swimming rescues and first aid and CPR; provide swimming instruction; maintain facilities and equipment; follow oral and written instructions.

**Examples of Duties**

Guard the pool and surrounding area.  
 Perform swimming rescues and first aid and CPR.  
 Assist in the training of other lifeguards.  
 Enforce City, department, and program rules, policies and regulations.  
 Maintain a safe environment in the pool and surrounding area and ensure safety of pool patrons.  
 Remain present at the pool during work shift.  
 Assist other City staff and members of the public.  
 Attend staff meetings and trainings.  
 Complete accident and incident reports in an accurate and timely manner.  
 Work a flexible work schedule that may include evenings, holidays and weekends.  
 Provide swimming instruction to persons of all ages and abilities.  
 Maintain professional, courteous behavior toward co-workers, members of the public and all others contacted in the course of work.  
 Perform duties assigned by supervisor.

**Employment Standards**

Must be at least 17 years of age. Equivalent to twelve months of experience at an aquatic facility as a lifeguard or swim instructor. Maintain and possess current certification in Lifeguard training, and CPR for the Professional Rescuer and First Aid. A Water Safety Instructor certificate is ~~required~~desirable. Must pass a water skills test.

In accordance with Education Code 10911.5, employees having direct contact with minors must be fingerprinted and in accordance with Public Resources Code 5163, employees must be free of communicable tuberculosis to perform work for recreational purposes. Applicants selected must pass a physical exam, which includes drug screening and TB testing, fingerprint background check, and submit a work permit, if applicable.

**Work Environment and Physical Demands**

Work will take place in an environment that will cause exposure to the sun and light chemical substances, such as chlorine. All work activities are performed in a public swimming facility. Must be able to see and hear; sit and stand for long periods of time; possess an audible voice for communication; ability to perform water rescues; ability to lift objects up to 50 pounds

City of Tracy

## **TREATMENT PLANT FACILITIES MAINTENANCE SUPERINTENDENT**

Class Title: Treatment Plant Facilities Maintenance Superintendent	Class Code: 30423
Department: Utilities	Bargaining Unit: Mid-Manager
EEO Code: 76	Effective Date: 7/98
FLSA Status: Exempt	Revision History: 7/1/99; 9/08; 8/18,9/19

### **DESCRIPTION**

Plans, organizes and manages the maintenance and repair activities of the water treatment plant, wastewater treatment plant, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, street light maintenance, and traffic signal maintenance; and performs other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

The Treatment Plant Facilities Maintenance Superintendent is a mid-manager position responsible for managing a wide variety of treatment plant and facilities maintenance functions in the Utilities Department. The incumbent exercises supervision over assigned staff and may be required to act for the Director in the latter's absence

The Treatment Plant Maintenance Superintendent receives general direction and supervision from the Director of Utilities.

The Treatment Plant Facilities Maintenance Superintendent is distinguished from the next higher class of Director of Utilities in that the latter has responsibility for all of the Utilities Department. It is distinguished from the next lower class of Treatment Plant Facilities Maintenance Supervisor in that the latter is a supervisor responsible for supervising maintenance staff and their daily activities.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

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

Assign, schedule, and supervise maintenance activities and work related to the maintenance of the potable water treatment facilities, wastewater treatment facilities, electrical maintenance, traffic signals, and street lights.

Recommend and assist in the implementation of department goals and objectives; establish schedules and methods for the maintenance and repair of the treatment plant and facilities; implement policies and procedures.



Develop and oversee the continuous preventive maintenance of potable water treatment plant, wastewater treatment plant, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, street lights and traffic signals.

Direct the supervision of routine and emergency repairs to electrical and mechanical equipment at the potable water treatment plant, wastewater treatment plant and all related facilities, street lights, and traffic signals.

Participate in budget preparation; prepare cost estimates for budget recommendations; submit justifications for supplies, materials, equipment and staffing needs; monitor and control expenditures.

Direct the scheduling, assigning, and review of maintenance work performed on treatment plant grounds, tanks, wells, lift stations, offices, laboratory areas, and related facilities.

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

Direct the preparation of specifications for specialized equipment and contractual repair services.

Determine and implement methods for improving the operating effectiveness and efficiency of plant equipment and facilities.

Make critical decisions necessary to repair equipment and assure the continuing operation of the plant as a result of water and wastewater treatment system malfunctions.

Coordinate activities with other City divisions and departments, and outside agencies and organizations.

Submit requests for materials, tools, equipment, and other supplies needed; prepare equipment specifications; prepare information form purchase orders.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Prepare and present various reports and information to the public, other City departments, City Council, other agencies and governing bodies.

Maintain records as required by records retention act.

Ensure that all safety regulations are followed.

Manage staff and/or service contracts, including represented employee groups, seasonal contract personnel, and contracted services, if applicable.

Review improvement plans related to the maintenance and repair of treatment plant and facilities and provide input regarding future maintenance activities.

Perform related duties as assigned.

### **MINIMUM QUALIFICATIONS**

#### Knowledge of:

Industry standard and specialized practices, methods, tools, equipment, and materials used in the maintenance and repair of treatment plant facilities.

Principles of repair techniques required for electric and hydraulic pumps, motors, boilers, and electronic equipment.

Occupational hazards and standard safety precautions necessary for maintenance and repair activities.

Principles and practices of personnel management.

Budget process, procedures and forecasting techniques including revenue and enterprise funding.

Record keeping, inventory and reporting procedures.

Knowledge of computer and software applications.

#### Ability to:

Develop and implement a comprehensive, preventive maintenance program for water and wastewater treatment plant facilities and equipment.

Direct and monitor work performed on a contractual basis.

Direct the diagnosis of service interruptions and establish an effective course of action to correct problems.

Respond effectively to emergency situations as needed.

Read, understand and respond to mechanical plans, blueprints, and equipment operating instructions.

Prepare and monitor the enterprise fund budget.

Communicate concisely and clearly, both orally and in writing.

Supervise, train, and evaluate staff.

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

Prepare and develop plans, specifications and cost estimates, and order materials and supplies.

Evaluate operations, procedures and policies, and recommend improvements.

Understand and apply pertinent laws, rules and regulations.

### **EDUCATION AND EXPERIENCE**

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

#### **Education:**

Equivalent to a Bachelor's Degree from an accredited college or university with major course work in public administration, business administration or a closely related field. Additional specialized training related to repair of electric and hydraulic pumps, motors, boilers, and electronic equipment is desirable.

#### **Experience:**

Three years of increasingly responsible supervisory or management experience in a construction or maintenance and repair field that would include electrical and mechanical work in a wide variety of pumps, motors, boilers and electrical, electronic, and hydraulic systems.

OR

Two years of experience in the City of Tracy classification of Treatment Plant Facilities Maintenance Supervisor.

*Highly desirable:* Public sector experience.

### **LICENSES AND CERTIFICATES**

Possession, or ability to obtain a valid Class C California driver's license.

Possession of a Grade II Mechanical Technologist OR Grade II Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) at time of application.

~~Possession of a Grade I Water Distribution Operator certificate issued by the California State Water Resources Control Board is required at time of application.~~

Possession of a Grade III Mechanical Technologist certification issued by the California Water Environment Association (CWEA) is highly desirable.

Possession of a Grade III Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) is highly desirable.

### **ADDITIONAL REQUIREMENTS**

Positions in this class may perform duties that involve a potential risk of occupational exposure to blood borne pathogens. Positions in this class shall be counseled by a qualified physician regarding United States Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to be in the Respiratory Protection Program and therefore, must be clean-shaven at all times in order to wear respiratory protection or other safety equipment.

### **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 occasionally required to use hands to finger, handle, feel, or operate objects, tools, or controls as well as reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move 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.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions as well as toxic or caustic chemicals.

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

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

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

**City of Tracy**

**ANIMAL SERVICES MANAGER**

Class Title:	Animal Services Manager	Class Code:	3620
Department:	Police Department	Bargaining Unit:	TMMBU
EEO Code:	02	Effective Date:	09/17/19
FLSA Status:	Exempt	Revision History:	

**DESCRIPTION**

Under general direction of the Police Support Operations Manager, plans organizes and directs the activities of the Animal Services Division within the Police department, including the enforcement of City ordinances and state laws relating to animal control activities; operates and maintains the City animal shelter and directs staff in field and shelter activities; establishes and implements policies and procedures; advises the Police Chief and command staff on animal service operation issues.

**DISTINGUISHING CHARACTERISTICS**

The Animal Services Manager is responsible for the administration of the City wide Animal Services Division within general policy guidelines. The incumbent is responsible for drafting policy, developing goals and objectives, supervising staff, monitoring the division budget, enforcement of City ordinances and state laws relating to animal control activities and directing day to day activities. It is distinguished from the Animal Services Supervisor in that it has program planning, management and administration responsibilities for the entire division.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

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

Plans, organizes, directs and manages personnel and activities of the Animal Services Division.

Selects and trains Animal Services staff; monitors work activities to ensure compliance with established policies and procedures; prepares performance evaluations and ensures their job-related training and development.

Prepares and administration of the Animal Services program budget; submit budget recommendations; monitors the budget and develops sources of additional funding or revenue.

Researches, prepares, evaluates and monitors grants.

Assigns and directs daily activities including investigation of complaints, dangerous animals, welfare checks, other field services and patrol, enforcement of state and local laws regarding animal control, feeding, care, adoption, placement, quarantine, euthanasia and disposal of animals held at the shelter, collection of fees, and shelter operation and maintenance.

Develops public education programs concerning the responsibilities of animal ownership and proper care and control of animals.

Oversees the impounding and emergency veterinary care of injured, sick or abandoned animals found on public or private property.

Maintains and monitors the health of impounded animals; ensures the health of animals in accordance with current animal welfare and sheltering standards; manages shelter population.

Investigates and resolves complaints regarding animal control and shelter activity; ensures observance of safe working practices.

Oversees and directs the activities of the Tracy Animal Shelter volunteer program.

Prepares a variety of studies and reports related to current animal shelter issues and long range City needs, and develops specific proposals to meet them.

Assures compliance with Federal and State, County and local laws and regulations covering the impounding, care, sale, euthanasia and disposal of animals. Enforces laws governing the licensing and control of animals.

Establishes and maintains effective working relationships with other departments, the public, and other animal welfare groups; coordinate the functions of the animal shelter with other public and private animal organizations.

Deal courteously and effectively with staff, representatives of other departments and agencies, vendors, and members of the general public.

Maintain records and files concerning operations and programs; prepare and review reports on operations and activities; maintain and provide records and information necessary for court hearings and the prosecution of cases related to animal control. .

Develops policies and procedures for the implementation of new programs; ensuring the effective integration of field and shelter policies with the department.

Directs and participates in the development of both short term goals and long range objectives of departmental operations.

Attend and participate in professional group meetings; maintain awareness of new trends in progressive sheltering and developments in the field of animal services; incorporate new developments as appropriate into programs.

Prepares and presents staff reports and other documentation for presentation at City Council meetings.

Monitors the efficiency and effectiveness of operation activities and recommends ways to increase productivity.

Make public presentations before groups and represent the Division and the City at meetings and conferences.

Perform related duties as assigned.

### **MINIMUM QUALIFICATIONS**

Knowledge of:

Advanced principles and practices of animal services management including the areas related to animal licensing, recovery, sheltering and pet adoption.

Advanced principles of program management and administration.

Advanced principles and practices of contract management and project management.

Techniques for effectively representing the City in contracts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Principles of supervision; training and performance evaluation.

Federal and State and local laws, codes, ordinances & regulations governing animal services and shelter operations; including, but not limited to, licensing, quarantine, impounding, care, adoption, releasing and disposal of animals.

Methods and equipment used in handling various types of small and large animals.

Principles and practices of municipal budget preparation and administration.

Principles and practices of record keeping.

Office procedures, methods and equipment including computers, and applicable software applications, such as word processing, spreadsheets, and databases.

Occupational hazards and standard safety practices.

Ability to:

Manage the Animal Services division including shelter facility operations and animal control services and activities.

Oversee, direct, and coordinate the work of lower level staff.

Select, supervise, train, and evaluate staff.

Recommend and implement goals, objectives, policies and procedures for providing animal services.

Understand the structure and operations of municipalities, non-profits, and private organizations engaged in animal care services.



Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.

Prepare and administer budgets.

Prepare and present clear and concise reports.

Research, analyze, evaluate and implement service delivery methods and techniques.

Oversee the maintenance of accurate, complete case files for hearings and court proceedings.

Make presentations to community groups and testify in hearings and court proceedings.

Oversees the development of written materials related to animal services activities for dissemination to the public.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Plan and organize work to meet changing priorities and deadlines.

Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the division.

Work cooperatively with other departments, City officials, and outside agencies.

Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues related to animal services.

Communicate clearly and concisely, both orally and in writing.

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

## **EDUCATION AND EXPERIENCE**

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

### **Education:**

Bachelor's Degree from an accredited college or university with major in public or business administration, animal science or a closely related field.

### **Experience:**

Four (4) years of increasingly responsible experience working in an animal services agency or humane society, including management and administrative responsibility in the operation of an animal shelter or animal care facility and two (2) years of supervisory responsibilities. Experience with a City or County animal services agency is highly desirable.

**LICENSES AND CERTIFICATES**

Possession of or ability to obtain and maintain an appropriate, valid California driver license by date of hire.

Possession of or ability to obtain within twelve (12) months of appointment, California Penal Code 832 certificate.

Possession of or ability to obtain within twelve (12) months of appointment, a valid Euthanasia Certificate.

Possession of or ability to obtain within twelve (12) months of appointment, a valid California Veterinary Assistant Controlled Substance Permit (VACSP).

**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.

This position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data, using a computer keyboard. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus. Ability to use a computer and communicate via phone or over the counter is required when providing customer service. The employee must occasionally lift and/or move objects or animals in excess of 25 pounds.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Work is performed primarily in an office, shelter and field environment; exposure to a variety of domestic and wild animals; exposure to infectious animal diseases, animal wastes, animal bites, allergens and occasionally works outside in inclement weather conditions. Incumbents may be required to work extended hours including evenings, weekends and holidays.

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

**City of Tracy**  
**Master Salary Schedule**

Effective 9-17-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A		3,101.63	6,720.19	80,642.27	38.7703
			B		3,256.71	7,056.21	84,674.55	40.7089
			C		3,419.55	7,409.02	88,908.27	42.7444
			D		3,590.52	7,779.47	93,353.64	44.8816
			E		3,770.04	8,168.43	98,021.16	47.1256
4112	Accounting Assistant	TTSSEA	A		1,972.74	4,274.28	51,291.30	24.6593
			B		2,071.38	4,488.00	53,855.94	25.8923
			C		2,174.95	4,712.39	56,548.63	27.1868
			D		2,283.70	4,948.01	59,376.10	28.5462
			E		2,397.89	5,195.42	62,345.09	29.9736
4203	Accounting Coordinator	TTSSEA	A		2,819.57	6,109.06	73,308.77	35.2446
			B		2,960.55	6,414.53	76,974.39	37.0069
			C		3,108.59	6,735.27	80,823.23	38.8573
			D		3,264.02	7,072.04	84,864.50	40.8002
			E		3,427.23	7,425.66	89,107.95	42.8404
3103	Accounting Officer*	TMMBU	A		4,041.72	8,757.07	105,084.84	50.5216
			B		4,243.80	9,194.91	110,338.92	53.0476
			C		4,455.99	9,654.65	115,855.83	55.6999
			D		4,678.79	10,137.38	121,648.55	58.4849
			E		4,912.72	10,644.23	127,730.80	61.4090
4201	Accounting Technician	TTSSEA	A		2,426.10	5,256.56	63,078.66	30.3263
			B		2,547.41	5,519.38	66,232.61	31.8426
			C		2,674.77	5,795.34	69,544.05	33.4346
			D		2,808.52	6,085.12	73,021.48	35.1065
			E		2,948.95	6,389.39	76,672.63	36.8618
4101	Administrative Assistant I	TTSSEA	A		1,768.99	3,832.82	45,993.79	22.1124
			B		1,857.45	4,024.47	48,293.61	23.2181
			C		1,950.32	4,225.69	50,708.24	24.3790
			D		2,047.83	4,436.97	53,243.67	25.5979
			E		2,150.24	4,658.85	55,906.16	26.8780
4102	Administrative Assistant II	TTSSEA	A		1,964.02	4,255.37	51,064.42	24.5502
			B		2,062.21	4,468.13	53,617.57	25.7777
			C		2,165.33	4,691.54	56,298.53	27.0666
			D		2,273.59	4,926.11	59,113.27	28.4198
			E		2,387.26	5,172.40	62,068.78	29.8408
8102	Administrative Assistant II-Confidential	CONF	A		2,012.72	4,360.89	52,330.64	25.1590
			B		2,113.35	4,578.93	54,947.19	26.4169
			C		2,219.02	4,807.88	57,694.54	27.7378
			D		2,329.97	5,048.26	60,579.17	29.1246
			E		2,446.47	5,300.69	63,608.31	30.5809
4106	Administrative Assistant III	TTSSEA	A		2,082.46	4,512.00	54,143.98	26.0308
			B		2,186.58	4,737.60	56,851.14	27.3323
			C		2,295.92	4,974.49	59,693.84	28.6990
			D		2,410.71	5,223.21	62,678.55	30.1339
			E		2,531.25	5,484.38	65,812.53	31.6406

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4107	Administrative Technician	TTSSEA	A		2,426.10	5,256.56	63,078.66	30.3263
			B		2,547.41	5,519.38	66,232.61	31.8426
			C		2,674.77	5,795.34	69,544.05	33.4346
			D		2,808.52	6,085.12	73,021.48	35.1065
			E		2,948.95	6,389.39	76,672.63	36.8618
4425	Airport Coordinator	TTSSEA	A		2,338.79	5,067.38	60,808.55	29.2349
			B		2,455.74	5,320.76	63,849.18	30.6967
			C		2,578.52	5,586.80	67,041.56	32.2315
			D		2,707.44	5,866.12	70,393.44	33.8430
			E		2,842.81	6,159.42	73,913.05	35.5351
3510	Airport Manager*	TMMBU	A		3,148.39	6,821.51	81,858.07	39.3548
			B		3,305.80	7,162.56	85,950.76	41.3225
			C		3,471.09	7,520.70	90,248.37	43.3886
			D		3,644.64	7,896.72	94,760.64	45.5580
			E		3,826.87	8,291.55	99,498.55	47.8358
9322	Airport Operations Assistant	LS	A					12.0000
			B					12.6000
			C					13.2300
			D					13.8900
			E					14.5900
5522	Animal Services Aide	TEAMSTERS	A		1,346.24	2,916.85	35,002.16	16.8280
			B		1,413.55	3,062.70	36,752.35	17.6694
			C		1,484.24	3,215.85	38,590.16	18.5530
			D		1,558.45	3,376.65	40,519.81	19.4807
			E		1,636.37	3,545.46	42,545.57	20.4546
5521	Animal Services Officer I	TEAMSTERS	A		1,873.70	4,059.68	48,716.18	23.4212
			B		1,967.37	4,262.63	51,151.53	24.5921
			C		2,065.72	4,475.72	53,708.68	25.8215
			D		2,169.01	4,699.53	56,394.37	27.1127
			E		2,277.47	4,934.51	59,214.11	28.4683
5523	Animal Services Officer II	TEAMSTERS	A		2,057.16	4,457.17	53,486.04	25.7144
			B		2,160.02	4,680.04	56,160.50	27.0002
			C		2,268.03	4,914.06	58,968.75	28.3504
			D		2,381.42	5,159.75	61,917.02	29.7678
			E		2,500.51	5,417.78	65,013.31	31.2564
3620	Animal Services Manager*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
3621	Animal Services Supervisor	TMMBU	A		2,506.01	5,429.69	65,156.33	31.3252
			B		2,631.31	5,701.18	68,414.11	32.8914
			C		2,762.87	5,986.22	71,834.63	34.5359
			D		2,901.01	6,285.53	75,426.37	36.2627
			E		3,046.06	6,599.80	79,197.58	38.0758

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**City of Tracy  
Master Salary Schedule**

**Effective 9-17-19**

<b>Class Code</b>	<b>Position Title</b>	<b>Unit</b>		<b>Semi-Mon Salary</b>	<b>Bi-Weekly Salary</b>	<b>Monthly Salary</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>
2573	Assistant City Attorney*	CONF	A		5,708.21	12,367.78	148,413.41	71.3526
			B		5,993.62	12,986.17	155,834.02	74.9202
			C		6,293.30	13,635.48	163,625.78	78.6662
			D		6,607.96	14,317.24	171,806.92	82.5995
			E		6,938.35	15,033.10	180,397.15	86.7294
3308	Assistant City Engineer*	TMMBU	A		4,816.82	10,436.44	125,237.30	60.2102
			B		5,057.66	10,958.27	131,499.26	63.2208
			C		5,310.55	11,506.19	138,074.23	66.3818
			D		5,576.07	12,081.49	144,977.91	69.7009
			E		5,854.89	12,685.59	152,227.05	73.1861
1502	Assistant City Manager*	DH	Min		8,314.68	18,015.13	216,181.56	103.9334
			Max		8,917.37	19,320.98	231,851.72	111.4672
3302	Assistant Civil Engineer*	TMMBU	A		3,242.48	7,025.37	84,304.40	40.5310
			B		3,404.59	7,376.62	88,519.39	42.5574
			C		3,574.83	7,745.46	92,945.55	44.6854
			D		3,753.57	8,132.74	97,592.85	46.9196
			E		3,941.24	8,539.36	102,472.28	49.2655
2682	Assistant Director DES*	CONF	A		5,451.69	11,811.99	141,743.85	68.1461
			B		5,724.27	12,402.58	148,830.99	71.5534
			C		6,010.48	13,022.71	156,272.56	75.1310
			D		6,311.00	13,673.84	164,086.04	78.8875
			E		6,626.55	14,357.53	172,290.39	82.8319
2681	Assistant Director DES/City Engineer*	CONF	A		5,711.62	12,375.17	148,502.02	71.3952
			B		5,997.19	12,993.91	155,926.87	74.9648
			C		6,297.06	13,643.64	163,723.62	78.7133
			D		6,611.90	14,325.79	171,909.50	82.6488
			E		6,942.52	15,042.12	180,505.48	86.7815
5232	Assistant Planner	TEAMSTERS	A		2,691.64	5,831.88	69,982.60	33.6455
			B		2,826.23	6,123.50	73,481.99	35.3279
			C		2,967.54	6,429.68	77,156.10	37.0943
			D		3,115.91	6,751.14	81,013.67	38.9489
			E		3,271.71	7,088.70	85,064.43	40.8964
3303	Associate Engineer*	TMMBU	A		3,642.60	7,892.29	94,707.48	45.5324
			B		3,824.71	8,286.87	99,442.39	47.8088
			C		4,015.96	8,701.24	104,414.92	50.1995
			D		4,216.75	9,136.30	109,635.55	52.7094
			E		4,427.59	9,593.11	115,117.27	55.3448
3202	Associate Planner*	TMMBU	A		3,082.65	6,679.07	80,148.81	38.5331
			B		3,236.78	7,013.03	84,156.38	40.4598
			C		3,398.62	7,363.68	88,364.14	42.4828
			D		3,568.55	7,731.86	92,782.31	44.6069
			E		3,746.99	8,118.47	97,421.63	46.8373

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4451	Box Office Assistant	TTSSEA	A		1,768.99	3,832.82	45,993.79	22.1124
			B		1,857.45	4,024.47	48,293.61	23.2181
			C		1,950.32	4,225.69	50,708.24	24.3790
			D		2,047.83	4,436.97	53,243.67	25.5979
			E		2,150.24	4,658.85	55,906.16	26.8780
4455	Box Office Coordinator	TTSSEA	A		2,338.79	5,067.38	60,808.55	29.2349
			B		2,455.74	5,320.76	63,849.18	30.6967
			C		2,578.52	5,586.80	67,041.56	32.2315
			D		2,707.44	5,866.12	70,393.44	33.8430
			E		2,842.81	6,159.42	73,913.05	35.5351
3104	Budget Officer*	CONF	A		4,141.94	8,974.20	107,690.42	51.7742
			B		4,349.04	9,422.92	113,075.04	54.3630
			C		4,566.49	9,894.06	118,728.73	57.0811
			D		4,794.82	10,388.77	124,665.22	59.9352
			E		5,034.57	10,908.23	130,898.73	62.9321
5218	Building and Fire Inspector I	TEAMSTERS	A		2,415.48	5,233.53	62,802.36	30.1934
			B		2,536.25	5,495.21	65,942.57	31.7032
			C		2,663.06	5,769.96	69,239.54	33.2882
			D		2,796.22	6,058.48	72,701.74	34.9528
			E		2,936.03	6,361.39	76,336.67	36.7003
5219	Building and Fire Inspector II	TEAMSTERS	A		3,084.96	6,684.08	80,208.96	38.5620
			B		3,239.22	7,018.32	84,219.78	40.4903
			C		3,401.16	7,369.19	88,430.28	42.5146
			D		3,571.23	7,737.66	92,851.95	44.6404
			E		3,749.78	8,124.52	97,494.26	46.8722
5211	Building Inspector I	TEAMSTERS	A		2,629.80	5,697.89	68,374.68	32.8724
			B		2,761.29	5,982.79	71,793.45	34.5161
			C		2,899.34	6,281.91	75,382.94	36.2418
			D		3,044.33	6,596.05	79,152.65	38.0542
			E		3,196.55	6,925.86	83,110.31	39.9569
5212	Building Inspector II	TEAMSTERS	A		2,938.05	6,365.78	76,389.33	36.7256
			B		3,084.96	6,684.08	80,208.96	38.5620
			C		3,239.22	7,018.32	84,219.78	40.4903
			D		3,401.16	7,369.19	88,430.28	42.5146
			E		3,571.23	7,737.66	92,851.95	44.6404
5321	Building Maintenance Worker	TEAMSTERS	A		2,158.03	4,675.74	56,108.83	26.9754
			B		2,265.93	4,909.51	58,914.09	28.3241
			C		2,379.23	5,154.99	61,859.87	29.7403
			D		2,498.19	5,412.74	64,952.91	31.2274
			E		2,623.11	5,683.41	68,200.95	32.7889
5322	Building Maintenance Worker Assistant	TEAMSTERS	A		2,117.78	4,588.52	55,062.26	26.4722
			B		2,223.66	4,817.92	57,815.10	27.7957
			C		2,334.84	5,058.81	60,705.72	29.1854
			D		2,451.58	5,311.76	63,741.10	30.6448
			E		2,574.15	5,577.33	66,927.99	32.1769

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3341	Building Official*	TMMBU	A		4,672.60	10,123.96	121,487.56	58.4075
			B		4,906.22	10,630.15	127,561.82	61.3278
			C		5,151.54	11,161.68	133,940.10	64.3943
			D		5,409.12	11,719.76	140,637.12	67.6140
			E		5,679.58	12,305.76	147,669.10	70.9948
4502	Building Permit Technician I	TTSSEA	A		2,143.60	4,644.47	55,733.68	26.7950
			B		2,250.79	4,876.71	58,520.47	28.1348
			C		2,363.32	5,120.52	61,446.28	29.5415
			D		2,481.49	5,376.57	64,518.85	31.0187
			E		2,605.57	5,645.41	67,744.93	32.5697
1506	City Attorney*	CONTRACT		8,653.85	18,750.00	225,000.00	108.1731	
3110	City Clerk*	TMMBU	A		4,151.58	8,995.09	107,941.08	51.8948
			B		4,359.16	9,444.85	113,338.16	54.4895
			C		4,577.12	9,917.09	119,005.12	57.2140
			D		4,805.97	10,412.94	124,955.22	60.0746
			E		5,046.27	10,933.59	131,203.02	63.0784
1102	City Council Member*			270.00	585.00	7,020.00		
1501	City Manager*	CONTRACT		9,423.08	20,416.67	245,000.00	117.7885	
1112	City Treasurer*			438.47	950.02	11,400.22		
9107	Clerical	LS	A					12.0000
			B					12.6000
			C					13.2300
			D					13.8900
			E					14.5900
3155	Code Compliance Analyst*	TMMBU	A		2,935.47	6,360.18	76,322.19	36.6934
			B		3,082.24	6,678.19	80,138.32	38.5280
			C		3,236.35	7,012.10	84,145.15	40.4544
			D		3,398.17	7,362.70	88,352.41	42.4771
			E		3,568.08	7,730.84	92,770.08	44.6010
5202	Code Enforcement Officer	TEAMSTERS	A		2,495.15	5,406.15	64,873.79	31.1893
			B		2,619.90	5,676.44	68,117.34	32.7487
			C		2,750.90	5,960.28	71,523.38	34.3862
			D		2,888.44	6,258.28	75,099.40	36.1055
			E		3,032.87	6,571.22	78,854.63	37.9109
5513	Community Services Officer	TEAMSTERS	A		2,178.74	4,720.60	56,647.24	27.2343
			B		2,287.68	4,956.64	59,479.68	28.5960
			C		2,402.05	5,204.44	62,453.30	30.0256
			D		2,522.16	5,464.68	65,576.16	31.5270
			E		2,648.28	5,737.94	68,855.28	33.1035
3623	Communications Unit Supervisor*	TMMBU	A		3,032.46	6,570.32	78,843.90	37.9057
			B		3,184.08	6,898.84	82,786.08	39.8010
			C		3,343.29	7,243.79	86,925.45	41.7911
			D		3,510.44	7,605.96	91,271.48	43.8805
			E		3,685.98	7,986.28	95,835.42	46.0747

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**City of Tracy  
Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9113	Community Access Coordinator	LS	A					24.7300
			B					25.9700
			C					27.2700
			D					28.6300
			E					30.0600
3210	Community Development Analyst*	TMMBU	A		3,082.65	6,679.07	80,148.81	38.5331
			B		3,236.78	7,013.03	84,156.38	40.4598
			C		3,398.62	7,363.68	88,364.14	42.4828
			D		3,568.55	7,731.86	92,782.31	44.6069
			E		3,746.99	8,118.47	97,421.63	46.8373
3206	Community Devel Program Manager*	TMMBU	A		4,672.58	10,123.92	121,487.06	58.4072
			B		4,906.20	10,630.11	127,561.32	61.3276
			C		5,151.52	11,161.63	133,939.60	64.3940
			D		5,409.10	11,719.72	140,636.62	67.6138
			E		5,679.56	12,305.72	147,668.60	70.9945
3315	Community Preservation Manager*	TMMBU	A		3,642.60	7,892.29	94,707.48	45.5324
			B		3,824.71	8,286.87	99,442.39	47.8088
			C		4,015.96	8,701.24	104,414.92	50.1995
			D		4,216.75	9,136.30	109,635.55	52.7094
			E		4,427.59	9,593.11	115,117.27	55.3448
5222	Construction Inspector I	TEAMSTERS	A		2,799.99	6,066.65	72,799.83	34.9999
			B		2,940.01	6,370.02	76,440.25	36.7501
			C		3,087.00	6,688.51	80,262.12	38.5876
			D		3,241.35	7,022.93	84,275.19	40.5169
			E		3,403.43	7,374.10	88,489.19	42.5429
5223	Construction Inspector II	TEAMSTERS	A		2,939.84	6,369.65	76,435.76	36.7480
			B		3,086.82	6,688.12	80,257.38	38.5853
			C		3,241.16	7,022.52	84,270.20	40.5145
			D		3,403.24	7,373.68	88,484.20	42.5405
			E		3,573.39	7,742.34	92,908.11	44.6674
3501	Community Services Supervisor*	TMMBU	A		3,382.04	7,327.76	87,933.08	42.2755
			B		3,551.14	7,694.13	92,329.54	44.3892
			C		3,728.70	8,078.84	96,946.14	46.6087
			D		3,915.13	8,482.78	101,793.37	48.9391
			E		4,110.88	8,906.91	106,882.96	51.3860
4605	Crime Analyst	TTSSEA	A		2,646.91	5,734.98	68,819.71	33.0864
			B		2,779.26	6,021.72	72,260.70	34.7407
			C		2,918.23	6,322.83	75,873.91	36.4778
			D		3,064.14	6,638.96	79,667.58	38.3017
			E		3,217.34	6,970.91	83,650.94	40.2168

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**City of Tracy  
Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5514	Crime Prevention Specialist	TEAMSTERS	A		2,256.85	4,889.85	58,678.21	28.2107
			B		2,369.71	5,134.38	61,612.51	29.6214
			C		2,488.20	5,391.09	64,693.08	31.1024
			D		2,612.59	5,660.62	67,927.39	32.6574
			E		2,743.21	5,943.62	71,323.45	34.2901
5517	Crime Scene Technician	TEAMSTERS	A		2,444.15	5,295.66	63,547.90	30.5519
			B		2,566.35	5,560.43	66,725.10	32.0794
			C		2,694.67	5,838.45	70,061.42	33.6834
			D		2,829.40	6,130.37	73,564.40	35.3675
			E		2,970.88	6,436.91	77,242.88	37.1360
3622	Crime Scene Unit Supervisor	TMMBU	A		2,563.99	5,555.31	66,663.74	32.0499
			B		2,692.18	5,833.06	69,996.68	33.6523
			C		2,826.78	6,124.69	73,496.28	35.3348
			D		2,968.12	6,430.93	77,171.12	37.1015
			E		3,116.52	6,752.46	81,029.52	38.9565
1108	Cultural Arts Commissioner		Stipend \$50.00 per meeting					
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
9552	D.A.R.E Officer	LS	A					32.6500
			B					34.2800
			C					35.9900
			D					37.7900
			E					39.6800
2571	Deputy City Attorney I*	CONF	A		4,481.66	9,710.27	116,523.26	56.0208
			B		4,705.75	10,195.79	122,349.43	58.8218
			C		4,941.04	10,705.59	128,467.12	61.7630
			D		5,188.10	11,240.88	134,890.58	64.8512
			E		5,447.49	11,802.90	141,634.77	68.0936
2572	Deputy City Attorney II*	CONF	A		4,929.84	10,681.32	128,175.84	61.6230
			B		5,176.34	11,215.40	134,584.82	64.7042
			C		5,435.15	11,776.15	141,313.79	67.9393
			D		5,706.91	12,364.98	148,379.71	71.3364
			E		5,992.25	12,983.21	155,798.57	74.9032
4116	Deputy City Clerk	TTSSEA	A		2,605.91	5,646.14	67,753.67	32.5739
			B		2,736.21	5,928.46	71,141.49	34.2026
			C		2,873.01	6,224.86	74,698.29	35.9126
			D		3,016.68	6,536.13	78,433.56	37.7084
			E		3,167.50	6,862.92	82,355.02	39.5938

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1515	Development & Engineering Services Director*	DH	Min		6,670.57	14,452.90	173,434.80	83.3821
			Max		8,106.70	17,564.52	210,774.29	101.3338
2561	Division Manager I*	CONF	A		3,846.85	8,334.85	100,018.21	48.0857
			B		4,039.20	8,751.60	105,019.20	50.4900
			C		4,241.16	9,189.17	110,270.04	53.0144
			D		4,453.21	9,648.62	115,783.45	55.6651
			E		4,675.86	10,131.04	121,572.42	58.4483
3161	Division Manager I*	TMMBU	A		3,753.76	8,133.15	97,597.84	46.9220
			B		3,941.45	8,539.81	102,477.77	49.2682
			C		4,138.53	8,966.82	107,601.81	51.7316
			D		4,345.45	9,415.14	112,981.69	54.3181
			E		4,562.72	9,885.89	118,630.64	57.0340
3162	Division Manager II*	TMMBU	A		4,375.40	9,480.04	113,760.44	54.6925
			B		4,594.17	9,954.03	119,448.33	57.4271
			C		4,823.88	10,451.73	125,420.76	60.2984
			D		5,065.07	10,974.31	131,691.71	63.3133
			E		5,318.32	11,523.03	138,276.40	66.4790
3209	Economic Devel Management Analyst*	TMMBU	A		3,269.78	7,084.52	85,014.26	40.8722
			B		3,433.27	7,438.75	89,264.95	42.9158
			C		3,604.93	7,810.69	93,728.29	45.0617
			D		3,785.18	8,201.23	98,414.78	47.3148
			E		3,974.45	8,611.30	103,335.65	49.6806
3207	Economic Development Manager*	TMMBU	A		4,041.72	8,757.07	105,084.84	50.5216
			B		4,243.80	9,194.91	110,338.92	53.0476
			C		4,455.99	9,654.65	115,855.83	55.6999
			D		4,678.79	10,137.38	121,648.55	58.4849
			E		4,912.72	10,644.23	127,730.80	61.4090
5324	Electrician	TEAMSTERS	A		2,815.35	6,099.93	73,199.19	35.1919
			B		2,956.15	6,404.99	76,859.83	36.9518
			C		3,103.94	6,725.20	80,702.42	38.7992
			D		3,259.13	7,061.45	84,737.45	40.7392
			E		3,422.09	7,414.53	88,974.41	42.7762
3711	Emergency Medical Services Manager*	TMMBU	A		3,641.88	7,890.73	94,688.76	45.5234
			B		3,823.97	8,285.26	99,423.17	47.7996
			C		4,015.17	8,699.54	104,394.45	50.1896
			D		4,215.94	9,134.53	109,614.34	52.6992
			E		4,426.72	9,591.23	115,094.80	55.3340

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**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3309	Engineering Program Manager*	TMMBU	A		4,378.92	9,487.67	113,852.04	54.7366
			B		4,597.87	9,962.06	119,544.67	57.4734
			C		4,827.76	10,460.15	125,521.84	60.3470
			D		5,069.15	10,983.15	131,797.79	63.3643
			E		5,322.61	11,532.33	138,387.97	66.5327
5221	Engineering Technician I	TEAMSTERS	A		2,464.83	5,340.46	64,085.55	30.8104
			B		2,588.06	5,607.47	67,289.66	32.3508
			C		2,717.46	5,887.84	70,654.02	33.9683
			D		2,853.34	6,182.24	74,186.86	35.6668
			E		2,996.01	6,491.35	77,896.17	37.4501
5225	Engineering Technician II	TEAMSTERS	A		2,588.07	5,607.49	67,289.91	32.3509
			B		2,717.47	5,887.86	70,654.27	33.9684
			C		2,853.36	6,182.28	74,187.36	35.6670
			D		2,996.04	6,491.41	77,896.92	37.4504
			E		3,145.81	6,815.93	81,791.17	39.3227
5425	Environmental Compliance Officer	TEAMSTERS	A		2,515.77	5,450.83	65,409.93	31.4471
			B		2,641.55	5,723.35	68,680.19	33.0193
			C		2,773.61	6,009.49	72,113.93	34.6702
			D		2,912.30	6,309.99	75,719.90	36.4038
			E		3,057.92	6,625.49	79,505.84	38.2240
5424	Environmental Compliance Technician	TEAMSTERS	A		2,051.67	4,445.29	53,343.51	25.6459
			B		2,154.27	4,667.58	56,010.99	26.9284
			C		2,261.96	4,900.92	58,811.00	28.2745
			D		2,375.06	5,145.96	61,751.54	29.6882
			E		2,493.84	5,403.32	64,839.84	31.1730
5313	Equipment Mechanic I	TEAMSTERS	A		2,265.24	4,908.01	58,896.12	28.3154
			B		2,378.50	5,153.41	61,840.90	29.7312
			C		2,497.42	5,411.08	64,932.94	31.2178
			D		2,622.29	5,681.62	68,179.49	32.7786
			E		2,753.40	5,965.69	71,588.28	34.4174
5314	Equipment Mechanic II	TEAMSTERS	A		2,378.49	5,153.39	61,840.65	29.7311
			B		2,497.42	5,411.08	64,932.94	31.2178
			C		2,622.28	5,681.60	68,179.24	32.7785
			D		2,753.40	5,965.69	71,588.28	34.4174
			E		2,891.07	6,263.98	75,167.79	36.1384
4108	Executive Assistant	TTSSEA	A		2,389.14	5,176.48	62,117.70	29.8643
			B		2,508.60	5,435.29	65,223.48	31.3574
			C		2,634.03	5,707.06	68,484.75	32.9254
			D		2,765.74	5,992.44	71,909.26	34.5718
			E		2,904.02	6,292.04	75,504.50	36.3002
8108	Executive Assistant - Confidential	CONF	A		2,448.39	5,304.85	63,658.23	30.6049
			B		2,570.82	5,570.12	66,841.38	32.1353
			C		2,699.36	5,848.61	70,183.28	33.7420
			D		2,834.32	6,141.03	73,692.40	35.4290
			E		2,976.04	6,448.08	77,377.00	37.2005

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**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2581	Executive Assistant to City Manager*	CONF	A		2,796.23	6,058.50	72,701.99	34.9529
			B		2,936.04	6,361.41	76,336.92	36.7004
			C		3,082.84	6,679.48	80,153.80	38.5355
			D		3,236.99	7,013.47	84,161.63	40.4623
			E		3,398.83	7,364.14	88,369.63	42.4854
9635	Facility Attendant	LS	A					15.8400
			B					16.6300
			C					17.4600
			D					18.3400
			E					19.2500
1522	Finance Director*	DH	Min		6,223.65	13,484.58	161,815.00	77.7957
			Max		7,558.80	16,377.39	196,528.74	94.4850
2525	Finance Division Manager*	CONF	A		4,483.90	9,715.12	116,581.42	56.0488
			B		4,708.10	10,200.88	122,410.58	58.8512
			C		4,943.51	10,710.94	128,531.27	61.7939
			D		5,190.68	11,246.48	134,957.72	64.8835
			E		5,450.23	11,808.83	141,705.91	68.1278
3715	Fire Battalion Chief*	SCFCOA	A		4,549.40	9,857.04	118,284.44	40.6197
			B		4,776.86	10,349.87	124,198.46	42.6506
			C		5,015.70	10,867.36	130,408.26	44.7831
			D		5,266.49	11,410.73	136,928.81	47.0223
			E		5,529.82	11,981.28	143,775.34	49.3734
7105	Fire Captain	TFFA	A		3,461.96	7,500.92	90,011.00	30.9104
			B		3,635.17	7,876.21	94,514.53	32.4569
			C		3,816.82	8,269.77	99,237.22	34.0787
			D		4,007.65	8,683.25	104,199.01	35.7826
			E		4,208.04	9,117.41	109,408.92	37.5717
1514	Fire Chief*	DH	Min		6670.57	14,452.90	173,434.80	83.3821
			Max		8106.70	17,564.52	210,774.29	101.3338
2751	Fire Division Chief*	CONF	A		5451.55	11,811.70	141,740.35	68.1444
			B		5724.12	12,402.27	148,827.24	71.5516
			C		6010.34	13,022.40	156,268.82	75.1292
			D		6310.86	13,673.52	164,082.30	78.8857
			E		6626.40	14,357.20	172,286.40	82.8300
7103	Fire Engineer	TFFA	A		3046.91	6,601.63	79,219.55	27.2045
			B		3199.23	6,931.66	83,179.95	28.5645
			C		3359.21	7,278.29	87,339.53	29.9930
			D		3527.17	7,642.21	91,706.53	31.4926
			E		3703.54	8,024.33	96,291.94	33.0673
5213	Fire Inspector	TEAMSTERS	A		2938.05	6,365.78	76,389.33	36.7256
			B		3084.96	6,684.08	80,208.96	38.5620
			C		3239.22	7,018.32	84,219.78	40.4903
			D		3401.16	7,369.19	88,430.28	42.5146
			E		3571.23	7,737.66	92,851.95	44.6404

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2752	Fire Marshal*	CONF	A		4788.49	10,375.06	124,500.73	59.8561
			B		5027.90	10,893.79	130,725.50	62.8488
			C		5279.31	11,438.50	137,262.03	65.9914
			D		5543.28	12,010.44	144,125.28	69.2910
			E		5820.43	12,610.94	151,331.23	72.7554
9563	Fire Reserve	LS	A					12.0000
							12.6000	
							13.2300	
							13.8900	
							14.5900	
7102	Firefighter	TFFA	A		2699.34	5,848.56	70,182.78	24.1012
			B		2834.28	6,140.95	73,691.40	25.3061
			C		2976.01	6,448.02	77,376.25	26.5715
			D		3124.80	6,770.40	81,244.80	27.9000
			E		3281.04	7,108.92	85,307.04	29.2950
					410.13	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A	1,889.54	4,094.00	49,127.95	16.8709	
7108	Firefighter/Paramedic	TFFA	A		3036.90	6,579.96	78,959.46	27.1152
			B		3188.75	6,908.95	82,907.39	28.4709
			C		3348.19	7,254.42	87,052.99	29.8946
			D		3515.60	7,617.13	91,405.52	31.3893
			E		3691.38	7,998.00	95,975.94	32.9588
3404	Fleet Supervisor*	TMMBU	A		3148.39	6,821.51	81,858.07	39.3548
			B		3305.80	7,162.56	85,950.76	41.3225
			C		3471.09	7,520.70	90,248.37	43.3886
			D		3644.64	7,896.72	94,760.64	45.5580
			E		3826.87	8,291.55	99,498.55	47.8358
4206	GIS Technician	TTSSEA	A		2646.91	5,734.98	68,819.71	33.0864
			B		2779.26	6,021.72	72,260.70	34.7407
			C		2918.23	6,322.83	75,873.91	36.4778
			D		3064.14	6,638.96	79,667.58	38.3017
			E		3217.34	6,970.91	83,650.94	40.2168
2511	Human Resources Analyst I*	CONF	A		2913.88	6,313.40	75,760.84	36.4235
			B		3059.58	6,629.08	79,549.02	38.2447
			C		3212.54	6,960.51	83,526.14	40.1568
			D		3373.17	7,308.54	87,702.45	42.1646
			E		3541.83	7,673.97	92,087.67	44.2729
2512	Human Resources Analyst II*	CONF	A		3350.87	7,260.22	87,122.63	41.8859
			B		3518.41	7,623.22	91,478.65	43.9801
			C		3694.33	8,004.38	96,052.57	46.1791
			D		3879.05	8,404.61	100,855.37	48.4882
			E		4073.01	8,824.86	105,898.29	50.9126
1518	Human Resources Director*	DH	Min		6223.65	13,484.58	161,815.00	77.7957
			Max		7558.80	16,377.39	196,528.69	94.4849

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2562	Human Resources Manager*	CONF	A		4483.90	9,715.12	116,581.42	56.0488
			B		4708.10	10,200.88	122,410.58	58.8512
			C		4943.51	10,710.94	128,531.27	61.7939
			D		5190.68	11,246.48	134,957.72	64.8835
			E		5450.23	11,808.83	141,705.91	68.1278
4301	Human Resources Technician	CONF	A		2486.27	5,386.91	64,642.91	31.0783
			B		2610.59	5,656.27	67,875.23	32.6323
			C		2741.12	5,939.09	71,269.04	34.2640
			D		2878.17	6,236.03	74,832.33	35.9771
			E		3022.08	6,547.84	78,574.08	37.7760
4204	Information Systems Technician I	TTSSEA	A		2301.67	4,986.95	59,843.35	28.7708
			B		2416.76	5,236.32	62,835.80	30.2095
			C		2537.61	5,498.15	65,977.77	31.7201
			D		2664.48	5,773.04	69,276.48	33.3060
			E		2797.70	6,061.68	72,740.18	34.9712
4205	Information Systems Technician II	TTSSEA	A		2646.91	5,734.98	68,819.71	33.0864
			B		2779.26	6,021.72	72,260.70	34.7407
			C		2918.23	6,322.83	75,873.91	36.4778
			D		3064.14	6,638.96	79,667.58	38.3017
			E		3217.34	6,970.91	83,650.94	40.2168
2553	Information Technology Manager*	CONF	A		4483.90	9,715.12	116,581.42	56.0488
			B		4708.10	10,200.88	122,410.58	58.8512
			C		4943.51	10,710.94	128,531.27	61.7939
			D		5190.68	11,246.48	134,957.72	64.8835
			E		5450.23	11,808.83	141,705.91	68.1278
3111	Information Technology Specialist*	TMMBU	A		3176.31	6,882.01	82,584.15	39.7039
			B		3335.13	7,226.11	86,713.29	41.6891
			C		3501.88	7,587.40	91,048.84	43.7735
			D		3676.97	7,966.77	95,601.29	45.9622
			E		3860.82	8,365.12	100,381.38	48.2603
5413	Instrumentation Technician	TEAMSTERS	A		2805.16	6,077.84	72,934.12	35.0645
			B		2945.42	6,381.75	76,581.02	36.8178
			C		3092.70	6,700.84	80,410.14	38.6587
			D		3247.32	7,035.87	84,430.44	40.5916
			E		3409.69	7,387.66	88,651.93	42.6211
9108	Intern-Generalist	LS	A					16.4400
			B					17.2600
			C					18.1300
			D					19.0300
			E					19.9800
5224	Junior Engineer	TEAMSTERS	A		2846.47	6,167.35	74,008.15	35.5808
			B		2988.79	6,475.71	77,708.47	37.3598
			C		3138.22	6,799.48	81,593.74	39.2278
			D		3295.13	7,139.45	85,673.45	41.1892
			E		3459.89	7,496.42	89,957.09	43.2486

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5423	Laboratory Quality Assurance Officer	TEAMSTERS	A		2641.62	5,723.52	68,682.18	33.0203
			B		2773.71	6,009.70	72,116.43	34.6714
			C		2912.39	6,310.18	75,722.15	36.4049
			D		3058.01	6,625.69	79,508.33	38.2252
			E		3210.91	6,956.98	83,483.71	40.1364
5421	Laboratory Technician I	TEAMSTERS	A		2236.72	4,846.23	58,154.80	27.9590
			B		2348.55	5,088.53	61,062.39	29.3569
			C		2465.99	5,342.98	64,115.75	30.8249
			D		2589.28	5,610.11	67,321.36	32.3660
			E		2718.74	5,890.60	70,687.22	33.9842
5422	Laboratory Technician II	TEAMSTERS	A		2337.61	5,064.82	60,777.85	29.2201
			B		2454.48	5,318.04	63,816.48	30.6810
			C		2577.21	5,583.95	67,007.37	32.2151
			D		2706.07	5,863.15	70,357.75	33.8258
			E		2841.37	6,156.30	73,875.61	35.5171
3508	Landscape Architect*	TMMBU	A		3596.76	7,792.97	93,515.64	44.9594
			B		3776.60	8,182.64	98,191.64	47.2075
			C		3965.42	8,591.75	103,101.02	49.5678
			D		4163.69	9,021.33	108,256.01	52.0462
			E		4371.89	9,472.42	113,669.09	54.6486
5504	Lead Public Safety Dispatcher	TEAMSTERS	A		2861.26	6,199.40	74,392.78	35.7658
			B		3004.33	6,509.38	78,112.57	37.5541
			C		3154.55	6,834.86	82,018.31	39.4319
			D		3312.28	7,176.60	86,119.24	41.4035
			E		3477.90	7,535.44	90,425.34	43.4737
4109	Legal Secretary	CONF	A		2670.54	5,786.16	69,433.98	33.3817
			B		2804.06	6,075.47	72,905.66	35.0508
			C		2944.27	6,379.26	76,551.07	36.8034
			D		3091.49	6,698.22	80,378.69	38.6436
			E		3246.06	7,033.12	84,397.50	40.5757
9636	Lifeguard	LS	A					12.0000
			B					12.6000
			C					13.2300
			D					13.8900
			E					14.5900
9303	Maintenance Aide	LS	A					13.4400
			B					14.1100
			C					14.8200
			D					15.5600
			E					16.3400
5301	Maintenance Worker I	TEAMSTERS	A		1667.29	3,612.46	43,349.53	20.8411
			B		1750.66	3,793.09	45,517.06	21.8832
			C		1838.19	3,982.74	47,792.91	22.9774
			D		1930.10	4,181.88	50,182.58	24.1262
			E		2026.61	4,390.98	52,691.81	25.3326

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5303	Maintenance Worker II	TEAMSTERS	A		2117.78	4,588.52	55,062.26	26.4722
			B		2223.66	4,817.92	57,815.10	27.7957
			C		2334.84	5,058.81	60,705.72	29.1854
			D		2451.58	5,311.76	63,741.10	30.6448
			E		2574.15	5,577.33	66,927.99	32.1769
3151	Management Analyst I*	TMMBU	A		2843.37	6,160.63	73,927.53	35.5421
			B		2985.52	6,468.63	77,623.60	37.3190
			C		3134.80	6,792.07	81,504.88	39.1850
			D		3291.53	7,131.65	85,579.85	41.1442
			E		3456.12	7,488.27	89,859.24	43.2016
3152	Management Analyst II*	TMMBU	A		3269.78	7,084.52	85,014.26	40.8722
			B		3433.27	7,438.75	89,264.95	42.9158
			C		3604.93	7,810.69	93,728.29	45.0617
			D		3785.18	8,201.23	98,414.78	47.3148
			E		3974.45	8,611.30	103,335.65	49.6806
1101	Mayor*			316.15	685.00	8,220.00		
4207	Media Services Coordinator	TTSSEA	A		2338.79	5,067.38	60,808.55	29.2349
			B		2455.74	5,320.76	63,849.18	30.6967
			C		2578.52	5,586.80	67,041.56	32.2315
			D		2707.44	5,866.12	70,393.44	33.8430
			E		2842.81	6,159.42	73,913.05	35.5351
3527	Media Services Supervisor*	TMMBU	A		2807.61	6,083.15	72,997.77	35.0951
			B		2948.00	6,387.33	76,647.92	36.8500
			C		3095.39	6,706.67	80,480.03	38.6923
			D		3250.16	7,042.01	84,504.08	40.6270
			E		3412.68	7,394.13	88,729.56	42.6584
5531	Meter Reader	TEAMSTERS	A		1444.68	3,130.15	37,561.80	18.0586
			B		1516.90	3,286.61	39,439.30	18.9612
			C		1592.76	3,450.99	41,411.88	19.9096
			D		1672.38	3,623.48	43,481.82	20.9047
			E		1756.01	3,804.69	45,656.33	21.9502
1107	Parks Commissioner			Stipend of \$50.00 per meeting				
1516	Parks & Community Services Director*	DH	Min		6223.65	13,484.58	161,814.90	77.7956
			Max		7558.80	16,377.39	196,528.74	94.4850
3509	Parks Planning & Development Manager	TMMBU	A		3596.76	7,792.97	93,515.64	44.9594
			B		3776.60	8,182.64	98,191.64	47.2075
			C		3965.42	8,591.75	103,101.02	49.5678
			D		4163.69	9,021.33	108,256.01	52.0462
			E		4371.89	9,472.42	113,669.09	54.6486
4202	Payroll Coordinator	TTSSEA	A		2819.57	6,109.06	73,308.77	35.2446
			B		2960.55	6,414.53	76,974.39	37.0069
			C		3108.59	6,735.27	80,823.23	38.8573
			D		3264.02	7,072.04	84,864.50	40.8002
			E		3427.23	7,425.66	89,107.95	42.8404

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**Effective 9-17-19**

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3306	Plan Check Engineer	TMMBU	A		4378.80	9,487.40	113,848.80	54.7350
			B		4597.74	9,961.76	119,541.18	57.4717
			C		4827.63	10,459.86	125,518.35	60.3454
			D		5069.02	10,982.88	131,794.54	63.3628
			E		5322.47	11,532.02	138,384.23	66.5309
1106	Planning Commissioner			Stipend of \$50.00 per meeting				
4506	Planning Technician	TTSSEA	A		2426.10	5,256.56	63,078.66	30.3263
			B		2547.41	5,519.38	66,232.61	31.8426
			C		2674.77	5,795.34	69,544.05	33.4346
			D		2808.52	6,085.12	73,021.48	35.1065
			E		2948.95	6,389.39	76,672.63	36.8618
5215	Plans Check Examiner	TEAMSTERS	A		3169.40	6,867.04	82,404.44	39.6175
			B		3327.90	7,210.44	86,525.34	41.5987
			C		3494.29	7,570.97	90,851.65	43.6787
			D		3668.99	7,949.47	95,393.63	45.8623
			E		3852.46	8,347.00	100,163.98	48.1558
5411	Plant Mechanic I	TEAMSTERS	A		2555.16	5,536.17	66,434.04	31.9394
			B		2682.91	5,812.98	69,755.71	33.5364
			C		2817.06	6,103.64	73,243.62	35.2133
			D		2957.91	6,408.81	76,905.75	36.9739
			E		3105.81	6,729.26	80,751.09	38.8226
5412	Plant Mechanic II	TEAMSTERS	A		2619.02	5,674.55	68,094.62	32.7378
			B		2749.98	5,958.28	71,499.42	34.3747
			C		2887.48	6,256.20	75,074.44	36.0935
			D		3031.84	6,568.99	78,827.92	37.8980
			E		3183.43	6,897.43	82,769.11	39.7928
4601	Police Assistant	TTSSEA	A		1768.99	3,832.82	45,993.79	22.1124
			B		1857.45	4,024.47	48,293.61	23.2181
			C		1950.32	4,225.69	50,708.24	24.3790
			D		2047.83	4,436.97	53,243.67	25.5979
			E		2150.24	4,658.85	55,906.16	26.8780
6212	Police Captain*	TPMA	A		5511.18	11,940.88	143,290.62	68.8897
			B		5786.75	12,537.95	150,455.39	72.3343
			C		6076.08	13,164.84	157,978.08	75.9510
			D		6379.88	13,823.08	165,876.92	79.7485
			E		6698.90	14,514.28	174,171.38	83.7362
1513	Police Chief*	DH	Min		7086.48	15,354.05	184,248.57	88.5810
			Max		8613.70	18,663.01	223,956.10	107.6712
6103	Police Corporal	TPOA	A	3,794.69		7,589.38	91,072.56	43.7832
			B	3,984.44		7,968.88	95,626.56	45.9725
			C	4,183.66		8,367.32	100,407.84	48.2711
			D	4,392.86		8,785.72	105,428.64	50.6849
			E	4,612.49		9,224.98	110,699.76	53.2190

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9501	Police Intern/Parking Enforcement Officer	LS	A					15.6000
			B					16.3800
			C					17.2000
			D					18.0600
			E					18.9600
6211	Police Lieutenant*	TPMA	A		4769.80	10,334.56	124,014.76	59.6225
			B		5008.28	10,851.28	130,215.32	62.6035
			C		5258.71	11,393.87	136,726.39	65.7338
			D		5521.63	11,963.54	143,562.43	69.0204
			E		5797.71	12,561.70	150,740.43	72.4714
6102	Police Officer	TPOA	A	3,449.72		6,899.44	82,793.28	39.8029
			B	3,622.21		7,244.42	86,933.04	41.7931
			C	3,803.33		7,606.66	91,279.92	43.8829
			D	3,993.51		7,987.02	95,844.24	46.0772
			E	4,193.17		8,386.34	100,636.08	48.3809
4103	Police Records Assistant I	TTSSEA	A		1993.59	4,319.45	51,833.43	24.9199
			B		2093.28	4,535.44	54,425.28	26.1660
			C		2197.95	4,762.22	57,146.67	27.4744
			D		2307.84	5,000.32	60,003.84	28.8480
			E		2423.23	5,250.34	63,004.03	30.2904
4104	Police Records Assistant II	TTSSEA	A		2093.25	4,535.38	54,424.53	26.1656
			B		2197.93	4,762.18	57,146.17	27.4741
			C		2307.81	5,000.26	60,003.09	28.8476
			D		2423.20	5,250.27	63,003.28	30.2900
			E		2544.37	5,512.81	66,153.73	31.8047
9551	Police Reserve	LS	A				36.4000	
6105	Police Sergeant	TPOA	A	4,157.12		8,314.24	99,770.88	47.9649
			B	4,364.99		8,729.98	104,759.76	50.3633
			C	4,583.25		9,166.50	109,998.00	52.8816
			D	4,812.40		9,624.80	115,497.60	55.5256
			E	5,053.04		10,106.08	121,272.96	58.3021
2712	Police Support Operations Manager*	CONF	A		5075.13	10,996.11	131,953.29	63.4391
			B		5328.89	11,545.93	138,551.21	66.6112
			C		5595.33	12,123.22	145,478.61	69.9416
			D		5875.09	12,729.37	152,752.45	73.4387
			E		6168.85	13,365.85	160,390.21	77.1107
4701	Police Support Services Technician	TTSSEA	A		2426.10	5,256.56	63,078.66	30.3263
			B		2547.41	5,519.38	66,232.61	31.8426
			C		2674.77	5,795.34	69,544.05	33.4346
			D		2808.52	6,085.12	73,021.48	35.1065
			E		2948.95	6,389.39	76,672.63	36.8618
6101	Police Trainee (Non-Sworn)	TPOA	A	2,999.66		5,999.32	71,991.84	34.6101

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9638	Pool Manager	LS	A					17.0500
			B					17.9000
			C					18.8000
			D					19.7400
			E					20.7300
5408	Principal WWTP Operator	TEAMSTERS	A		3365.31	7,291.50	87,498.03	42.0664
			B		3533.57	7,656.06	91,872.77	44.1696
			C		3710.26	8,038.89	96,466.66	46.3782
			D		3895.77	8,440.83	101,289.93	48.6971
			E		4090.55	8,862.86	106,354.31	51.1319
9533	Professional Standards Officer	LS	A					46.6300
			B					48.9700
			C					51.4100
			D					53.9800
			E					56.6800
9110	Program Assistant	LS	Min					12.0000
			Max					20.6600
9231	Project Specialist I	LS	Min					12.0000
			Max					40.0100
9232	Project Specialist II	LS	Min					40.0300
			Max					112.8000
5518	Property and Evidence Technician	TEAMSTERS	A		2150.01	4,658.35	55,900.17	26.8751
			B		2257.50	4,891.24	58,694.94	28.2187
			C		2370.38	5,135.83	61,629.98	29.6298
			D		2488.91	5,392.63	64,711.55	31.1113
			E		2613.34	5,662.24	67,946.86	32.6668
2585	Public Information Officer	CONF	A		3350.87	7,260.22	87,122.63	41.8859
			B		3518.41	7,623.22	91,478.65	43.9801
			C		3694.33	8,004.38	96,052.57	46.1791
			D		3879.05	8,404.61	100,855.37	48.4882
			E		4073.01	8,824.86	105,898.29	50.9126
5502	Public Safety Dispatcher I	TEAMSTERS	A		2483.88	5,381.73	64,580.76	31.0484
			B		2608.07	5,650.82	67,809.83	32.6009
			C		2738.47	5,933.35	71,200.15	34.2308
			D		2875.39	6,230.02	74,760.19	35.9424
			E		3019.18	6,541.56	78,498.70	37.7398
9512	Public Safety Dispatcher II - Per Diem	LS	A					29.7200
			B					31.2100
			C					32.7700
			D					34.4100
			E					36.1300

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**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A		2725.02	5,904.20	70,850.46	34.0627
			B		2861.26	6,199.40	74,392.78	35.7658
			C		3004.33	6,509.38	78,112.57	37.5541
			D		3154.55	6,834.86	82,018.31	39.4319
			E		3312.28	7,176.60	86,119.24	41.4035
1512	Public Works Director*	DH	Min		6223.65	13,484.58	161,814.90	77.7956
			Max		7558.80	16,377.39	196,528.74	94.4850
3401	Public Works Superintendent*	TMMBU	A		3778.60	8,186.96	98,243.56	47.2325
			B		3967.53	8,596.31	103,155.69	49.5941
			C		4165.90	9,026.12	108,313.42	52.0738
			D		4374.20	9,477.44	113,729.24	54.6775
			E		4592.90	9,951.28	119,415.38	57.4112
3405	Public Works Supervisor	TMMBU	A		3148.39	6,821.51	81,858.07	39.3548
			B		3305.80	7,162.56	85,950.76	41.3225
			C		3471.09	7,520.70	90,248.37	43.3886
			D		3644.64	7,896.72	94,760.64	45.5580
			E		3826.87	8,291.55	99,498.55	47.8358
9517	Range Master	LS	A					27.9800
			B					29.3700
			C					30.8400
			D					32.3900
			E					34.0100
4105	Receptionist	TTSSEA	A		1608.17	3,484.37	41,812.49	20.1022
			B		1688.58	3,658.60	43,903.14	21.1073
			C		1773.01	3,841.53	46,098.37	22.1627
			D		1861.67	4,033.62	48,403.43	23.2709
			E		1954.75	4,235.30	50,823.55	24.4344
3626	Records Unit Supervisor*	TMMBU	A		2857.50	6,191.24	74,294.94	35.7187
			B		3000.38	6,500.83	78,009.98	37.5048
			C		3150.39	6,825.85	81,910.23	39.3799
			D		3307.92	7,167.16	86,005.92	41.3490
			E		3473.30	7,525.48	90,305.78	43.4162
9631	Recreation Leader I	LS	A					12.0000
			B					12.6000
			C					13.2300
			D					13.8900
			E					14.5900
9632	Recreation Leader II	LS	A					15.0300
			B					15.7800
			C					16.5700
			D					17.4000
			E					18.2700

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**City of Tracy  
Master Salary Schedule**

**Effective 9-17-19**

<b>Class Code</b>	<b>Position Title</b>	<b>Unit</b>		<b>Semi-Mon Salary</b>	<b>Bi-Weekly Salary</b>	<b>Monthly Salary</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>
9633	Recreation Leader III	LS	A					17.0500
			B					17.9000
			C					18.8000
			D					19.7400
			E					20.7300
4401	Recreation Prgm Coordinator I	TTSSEA	A		2338.79	5,067.38	60,808.55	29.2349
			B		2455.74	5,320.76	63,849.18	30.6967
			C		2578.52	5,586.80	67,041.56	32.2315
			D		2707.44	5,866.12	70,393.44	33.8430
			E		2842.81	6,159.42	73,913.05	35.5351
4402	Recreation Prgm Coordinator II	TTSSEA	A		2572.68	5,574.15	66,889.80	32.1586
			B		2701.32	5,852.85	70,234.20	33.7664
			C		2836.38	6,145.48	73,745.82	35.4547
			D		2978.20	6,452.76	77,433.16	37.2275
			E		3127.09	6,775.37	81,304.45	39.0887
3511	Recreation Service Manager*	TMMBU	A		3891.24	8,431.03	101,172.36	48.6406
			B		4085.80	8,852.56	106,230.76	51.0725
			C		4290.10	9,295.21	111,542.50	53.6262
			D		4504.61	9,759.98	117,119.81	56.3076
			E		4729.84	10,247.99	122,975.92	59.1230
3513	Recreation Services Program Manager*	TMMBU	A		3720.23	8,060.50	96,725.99	46.5029
			B		3906.25	8,463.54	101,562.49	48.8281
			C		4101.56	8,886.72	106,640.60	51.2695
			D		4306.64	9,331.05	111,972.56	53.8330
			E		4521.97	9,797.61	117,571.33	56.5247
3505	Recreation Services Supervisor*	TMMBU	A		3382.04	7,327.76	87,933.08	42.2755
			B		3551.14	7,694.13	92,329.54	44.3892
			C		3728.70	8,078.84	96,946.14	46.6087
			D		3915.13	8,482.78	101,793.37	48.9391
			E		4110.88	8,906.91	106,882.96	51.3860
9626	Recreation Specialized Instructor	LS	<b>Min</b>					12.0000
			<b>Max</b>					42.5700
3433	Safety Coordinator	TMMBU	A		2843.37	6,160.63	73,927.53	35.5421
			B		2985.52	6,468.63	77,623.60	37.3190
			C		3134.80	6,792.07	81,504.88	39.1850
			D		3291.53	7,131.65	85,579.85	41.1442
			E		3456.12	7,488.27	89,859.24	43.2016
3105	Senior Accountant*	TMMBU	A		3514.57	7,614.90	91,378.81	43.9321
			B		3690.30	7,995.64	95,947.74	46.1287
			C		3874.82	8,395.44	100,745.30	48.4352
			D		4068.56	8,815.21	105,782.48	50.8570
			E		4271.99	9,255.98	111,071.75	53.3999

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4113	Senior Accounting Assistant	TTSSEA	A		2174.41	4,711.22	56,534.65	27.1801
			B		2283.13	4,946.78	59,361.37	28.5391
			C		2397.29	5,194.13	62,329.61	29.9662
			D		2517.16	5,453.84	65,446.12	31.4645
			E		2643.01	5,726.53	68,718.37	33.0377
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2373.85	5,143.34	61,720.09	29.6731
			B		2492.53	5,400.49	64,805.89	31.1567
			C		2617.15	5,670.50	68,045.95	32.7144
			D		2748.02	5,954.04	71,448.50	34.3502
			E		2885.43	6,251.77	75,021.27	36.0679
5325	Senior Electrician	TEAMSTERS	A		3096.88	6,709.91	80,518.96	38.7110
			B		3251.74	7,045.44	84,545.26	40.6468
			C		3414.34	7,397.73	88,772.74	42.6792
			D		3585.04	7,767.59	93,211.12	44.8130
			E		3764.29	8,155.97	97,871.65	47.0537
3304	Senior Engineer*	TMMBU	A		4378.92	9,487.67	113,852.04	54.7366
			B		4597.87	9,962.06	119,544.67	57.4734
			C		4827.76	10,460.15	125,521.84	60.3470
			D		5069.15	10,983.15	131,797.79	63.3643
			E		5322.61	11,532.33	138,387.97	66.5327
5315	Senior Equipment Mechanic	TEAMSTERS	A		2497.43	5,411.10	64,933.19	31.2179
			B		2622.29	5,681.62	68,179.49	32.7786
			C		2753.41	5,965.73	71,588.77	34.4177
			D		2891.08	6,264.00	75,168.04	36.1385
			E		3035.63	6,577.19	78,926.27	37.9453
2513	Senior Human Resources Analyst*	CONF	A		3673.12	7,958.43	95,501.20	45.9140
			B		3856.77	8,356.34	100,276.05	48.2096
			C		4049.61	8,774.15	105,289.77	50.6201
			D		4252.10	9,212.88	110,554.58	53.1512
			E		4464.70	9,673.52	116,082.22	55.8088
4208	Senior Information Systems Technician	TTSSEA	A		2911.60	6,308.47	75,701.68	36.3950
			B		3057.18	6,623.88	79,486.62	38.2147
			C		3210.05	6,955.10	83,461.25	40.1256
			D		3370.55	7,302.86	87,634.31	42.1319
			E		3539.07	7,667.98	92,015.79	44.2384
9637	Senior Lifeguard	LS	A					15.0300
			B					15.7800
			C					16.5700
			D					17.4000
			E					18.2700
5305	Senior Maintenance Worker	TEAMSTERS	A		2331.45	5,051.47	60,617.61	29.1431
			B		2448.00	5,304.00	63,648.00	30.6000
			C		2570.40	5,569.20	66,830.40	32.1300
			D		2698.93	5,847.69	70,172.29	33.7367
			E		2833.87	6,140.06	73,680.67	35.4234

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3203	Senior Planner*	TMMBU	A		3753.75	8,133.13	97,597.59	46.9219
			B		3941.44	8,539.79	102,477.52	49.2680
			C		4138.52	8,966.80	107,601.56	51.7315
			D		4345.44	9,415.12	112,981.44	54.3180
			E		4562.71	9,885.87	118,630.39	57.0338
5402	Senior Water Plant Operator	TEAMSTERS	A		2930.29	6,348.97	76,187.65	36.6287
			B		3076.81	6,666.42	79,997.05	38.4601
			C		3230.65	6,999.74	83,996.89	40.3831
			D		3392.18	7,349.72	88,196.66	42.4022
			E		3561.79	7,717.22	92,606.59	44.5224
5407	Senior WW Plant Operator	TEAMSTERS	A		2750.37	5,959.14	71,509.65	34.3796
			B		2887.86	6,257.04	75,084.42	36.0983
			C		3032.26	6,569.89	78,838.66	37.9032
			D		3183.88	6,898.40	82,780.84	39.7985
			E		3343.09	7,243.37	86,920.45	41.7887
3343	Supervising Building & Fire Inspector	TMMBU	A		3360.68	7,281.48	87,377.72	42.0085
			B		3528.71	7,645.54	91,746.47	44.1089
			C		3705.15	8,027.82	96,333.87	46.3144
			D		3890.41	8,429.22	101,150.65	48.6301
			E		4084.93	8,850.69	106,208.29	51.0617
3345	Supervising Construction Inspector	TMMBU	A		3503.09	7,590.02	91,080.29	43.7886
			B		3678.25	7,969.54	95,634.49	45.9781
			C		3862.16	8,368.01	100,416.08	48.2770
			D		4055.26	8,786.40	105,436.78	50.6908
			E		4258.02	9,225.72	110,708.58	53.2253
3344	Supervising Plans Examiner*	TMMBU	A		3295.76	7,140.81	85,689.68	41.1970
			B		3460.54	7,497.84	89,974.06	43.2568
			C		3633.58	7,872.76	94,473.10	45.4198
			D		3815.25	8,266.38	99,196.53	47.6906
			E		4006.02	8,679.72	104,156.58	50.0753
3523	Technical Theatre Supervisor*	TMMBU	A		2807.61	6,083.15	72,997.77	35.0951
			B		2948.00	6,387.33	76,647.92	36.8500
			C		3095.39	6,706.67	80,480.03	38.6923
			D		3250.16	7,042.01	84,504.08	40.6270
			E		3412.68	7,394.13	88,729.56	42.6584
4461	Theatre Operations & Tech Asst	TTSSEA	A		1964.02	4,255.37	51,064.42	24.5502
			B		2062.21	4,468.13	53,617.57	25.7777
			C		2165.33	4,691.54	56,298.53	27.0666
			D		2273.59	4,926.11	59,113.27	28.4198
			E		2387.26	5,172.40	62,068.78	29.8408
9361	Theatre Technician	LS	A					26.6700
			B					28.0000
			C					29.4000
			D					30.8700
			E					32.4100

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1109	Transportation Commissioner			Stipend \$50.00 per meeting				
3423	Treatment Plant Facilities Maintenance Superintendent*	TMMBU	A		3921.14	8,495.80	101,949.62	49.0142
			B		4117.19	8,920.58	107,046.95	51.4649
			C		4323.05	9,366.61	112,399.37	54.0382
			D		4539.21	9,834.95	118,019.37	56.7401
			E		4766.16	10,326.68	123,920.16	59.5770
3410	Treatment Plant Facilities Maintenance Supervisor	TMMBU	A		3267.61	7,079.82	84,957.85	40.8451
			B		3430.99	7,433.82	89,205.79	42.8874
			C		3602.54	7,805.51	93,666.14	45.0318
			D		3782.67	8,195.78	98,349.39	47.2834
			E		3971.81	8,605.58	103,267.01	49.6476
1520	Utilities Director*	DH	Min		6670.57	14,452.90	173,434.80	83.3821
			Max		8106.70	17,564.52	210,774.29	101.3338
3424	Utilities Laboratory Supervisor*	TMMBU	A		3529.05	7,646.27	91,755.21	44.1131
			B		3705.49	8,028.57	96,342.85	46.3187
			C		3890.76	8,429.99	101,159.88	48.6346
			D		4085.30	8,851.48	106,217.78	51.0662
			E		4289.57	9,294.06	111,528.77	53.6196
3403	Utility Line Maintenance Superintendent*	TMMBU	A		3849.88	8,341.40	100,096.84	48.1235
			B		4042.37	8,758.46	105,101.57	50.5296
			C		4244.49	9,196.39	110,356.65	53.0561
			D		4456.71	9,656.21	115,874.55	55.7089
			E		4679.55	10,139.02	121,668.27	58.4944
5404	Utility Operator	TEAMSTERS	A		3138.66	6,800.44	81,605.22	39.2333
			B		3295.57	7,140.41	85,684.93	41.1947
			C		3460.37	7,497.46	89,969.57	43.2546
			D		3633.38	7,872.32	94,467.86	45.4172
			E		3815.05	8,265.94	99,191.29	47.6881
9351	Water Patrol Aide	LS	A					14.1600
			B					14.8700
			C					15.6100
			D					16.3900
			E					17.2100
5401	Water Plant Operator	TEAMSTERS	A		2672.71	5,790.87	69,490.39	33.4088
			B		2806.34	6,080.40	72,964.82	35.0792
			C		2946.68	6,384.48	76,613.72	36.8335
			D		3094.00	6,703.67	80,444.08	38.6750
			E		3248.73	7,038.91	84,466.89	40.6091
5403	Water Plant Operator-In-Training	TEAMSTERS	A		2218.37	4,806.46	57,677.57	27.7296
			B		2329.30	5,046.81	60,561.70	29.1162
			C		2445.75	5,299.13	63,589.59	30.5719
			D		2568.05	5,564.10	66,769.25	32.1006
			E		2696.44	5,842.28	70,107.40	33.7055

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**City of Tracy**  
**Master Salary Schedule**

**Effective 9-17-19**

<b>Class Code</b>	<b>Position Title</b>	<b>Unit</b>		<b>Semi-Mon Salary</b>	<b>Bi-Weekly Salary</b>	<b>Monthly Salary</b>	<b>Annual Salary</b>	<b>Hourly Rate</b>
3421	Water Plant Superintendent*	TMMBU	A		3849.88	8,341.40	100,096.84	48.1235
			B		4042.37	8,758.46	105,101.57	50.5296
			C		4244.49	9,196.39	110,356.65	53.0561
			D		4456.71	9,656.21	115,874.55	55.7089
			E		4679.55	10,139.02	121,668.27	58.4944
3431	Water Resources Coordinator*	TMMBU	A		2497.00	5,410.16	64,921.96	31.2125
			B		2621.85	5,680.67	68,168.01	32.7731
			C		2752.94	5,964.71	71,576.54	34.4118
			D		2890.59	6,262.94	75,155.31	36.1324
			E		3035.12	6,576.09	78,913.04	37.9390
3422	WW Operations Superintendent*	TMMBU	A		3921.14	8,495.80	101,949.62	49.0142
			B		4117.19	8,920.58	107,046.95	51.4649
			C		4323.05	9,366.61	112,399.37	54.0382
			D		4539.21	9,834.95	118,019.37	56.7401
			E		4766.16	10,326.68	123,920.16	59.5770
5406	WW Plant Operator	TEAMSTERS	A		2508.62	5,435.35	65,224.22	31.3578
			B		2634.05	5,707.10	68,485.25	32.9256
			C		2765.75	5,992.46	71,909.51	34.5719
			D		2904.03	6,292.06	75,504.75	36.3004
			E		3049.23	6,606.66	79,279.95	38.1154
5405	WW Plant Operator-In-Training	TEAMSTERS	A		2082.15	4,511.33	54,135.99	26.0269
			B		2186.27	4,736.91	56,842.91	27.3283
			C		2295.57	4,973.74	59,684.85	28.6946
			D		2410.36	5,222.44	62,669.32	30.1295
			E		2530.87	5,483.55	65,802.55	31.6358

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RESOLUTION 2019-\_\_\_\_\_

AUTHORIZING AMENDMENT TO THE CITY'S CLASSIFICATION PLAN AND MASTER SALARY SCHEDULE BY APPROVING THE AMENDMENT OF VARIOUS EXISTING CLASSIFICATION SPECIFICATIONS INCLUDING; ACCOUNTING COORDINATOR, FIRE CAPTAIN, POOL MANAGER, SENIOR LIFEGUARD AND TREATMENT PLANT FACILITIES MAINTENANCE SUPERINTENDENT; APPROVING THE NEW CLASSIFICATION SPECIFICATION AND SALARY RANGE OF ANIMAL SERVICES MANAGER; AND AUTHORIZING THE AMENDMENT TO THE CITY'S POSITION CONTROL ROSTER TO REALLOCATE A FUNDED CORPORAL POSITION TO A SERGEANT AND REALLOCATE A FUNDED ANIMAL SERVICES SUPERVISOR TO AN ANIMAL SERVICES MANAGER WITHIN THE POLICE DEPARTMENT

WHEREAS, The City has established Classification and Compensation Plans, and

WHEREAS, Modification of the classification specifications are necessary due to operational need, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans and Master Salary Schedule; and

WHEREAS, It is necessary to amend the City's position control roster to convert a funded Corporal position to a Sergeant position to better meet the Police Department's operational needs; and

WHEREAS, It is also necessary to amend the City's position control roster to convert a funded Animal Services Supervisor position to an Animal Services Manager position to better meet the Police Department's Animal Shelter operational needs; and

WHEREAS, There is sufficient funds budgeted for these amendments

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes an amendment to the City's Classification Plan of various existing classification specifications including Accounting Coordinator, Fire Captain, Pool Manager, Senior Lifeguard and Treatment Plant Facilities Maintenance Superintendent and directs the Human Resources Director or designee to implement this amendment.

NOW, BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby authorizes an amendment to the City's position control roster to convert a Corporal position to a Sergeant position and directs the Finance Director or designee to implement this amendment.

\*\*\*\*\*

Resolution 2019-\_\_\_\_\_

Page 2

The Tracy City Council adopted the foregoing Resolution 2019- \_\_\_\_\_ on the 17th day of September, 2019, by the following votes:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 3.A

REQUEST

**PUBLIC HEARING FOR CONSIDERATION OF WATER RATE INCREASE**

EXECUTIVE SUMMARY

On July 2, 2019, City Council set a future public hearing scheduled for September 17, 2019, to consider adjusting water rates in accordance with Proposition 218. A water rate study was completed in August 2017, which recommended two water rate adjustments over a five year period. City Council subsequently approved the first rate increase on November 21, 2017. The second increase, which averages about \$8.20 per month for a single family home will be considered at tonight's meeting.

DISCUSSION

Water rates are established to fund operating expenses, capital costs for maintenance and replacement of existing water infrastructure, debt payments, and to maintain adequate funds for emergencies. The rates are set to collect revenue proportional to the true cost of providing the water service.

Following the last water rate update in 2008, a Water Rate Study was prepared in 2017 by HDR, a firm specializing in water rate and revenue analysis. The study identified the need for a rate increase at that time. The study included a five-year projection of revenue with two proposed rate increases of approximately 25% each. Prior to this rate study, the water rates had not been increased for more than 10 years, while inflationary costs and maintenance demands continued to rise. Staff recommended Council approve the first increase in water rates for FY 2017-2018 and bring back the second proposed increase for consideration in FY 2019-20. On November 21, 2017, City Council adopted the first rate increase. Although the first rate increase was 25%, financial reports indicate that water revenues only increased by 10% in FY 2018-2019.

The 2017 report also identified that capital replacement/improvement projects with approximate construction costs of \$6 million will need to be deferred for the next two years due to the lack of funding even with the proposed increase, as well as, delayed the repayment of interfund loans. The report further identified that a 70% increase in water rates would be needed if all staffing, operational, maintenance, debt, and capital needs were to be met, immediately assuming the Water Enterprise Revenue or the water sales remain at the present level for a number of years. In such event, various maintenance and operational programs could be implemented immediately.

Tracy has a very efficient water supply, treatment and delivery program. Tracy's water system is safe and reliable. Staff has done all it can to contain expenses. Tracy is not the only City facing increased water rates. The previous drought and subsequent water conservation have left major fiscal impacts on almost all cities and water agencies in California. A majority of the cities and agencies have been left with no other alternative but to increase their water rates. The recent unprecedented rains and snowfall in the Sierra have improved the reliability of water, temporarily, but future sustainability is

unpredictable. In addition, the need for water infrastructure improvements is critical and independent of the water reliability.

The City, in the past and in the immediate future, will continue reaping the benefits of relatively new water infrastructure with low maintenance and operational costs, especially in newly developed areas. This is evident from the City's low water rates as compared to other cities listed below in this agenda item. As the infrastructure gets old, additional rate increases will be needed for capital, maintenance, and operational costs.

On July 2, 2019, staff presented a proposed water rate increase to City Council and updated the water rate status. The City Council set a public hearing for September 17, 2019, to consider the water rate increase and authorized staff to take necessary steps to begin the process to establish new water rates in accordance with Proposition 218.

Notices of a water rate increase were sent to approximately 35,000 property owners and customers, and they were informed to send protest letters to the City prior to today's Council meeting. The City has approximately 24,500 residential properties. The notification advised the public hearing by City Council for water rate increase on September 17, 2019. Frequently asked questions and their answers about the water in general and water rates in particular, were also sent with the notices.

California law requires that water rates be allocated to all users in proportion to their usage and the cost of providing the service. The current user classes and tiers have been established based on the cost to serve them. With the current water rates, a residential customer using 15 units of water during the summer would pay \$32.80 per month. The revised average rates will result in an average cost of \$41.00 for the same amount of water.

A comparison of the City's rate with other surrounding agencies is provided as follows. Even after the proposed rate increase, Tracy will remain among the lowest cost providers.

<u>City</u>	<u>Water Bill</u>
Manteca	\$32.60
Tracy - Current	\$32.80
Tracy – Proposed	\$41.00 (with rate increase)
Lodi	\$43.84
Modesto	\$52.29
Fairfield	\$56.78
Stockton	\$66.60
Brentwood	\$72.20
Pleasanton	\$75.30
Lathrop	\$77.18
Livermore	\$77.62
Danville	\$81.03
Dublin	\$85.00
Concord	\$99.25

These amounts are for residential customers using 15 units (1,500 cubic feet or 15 CCF or 11,220 gallons) per month; survey dated May 1, 2019. The City of Tracy's water billing rates are based on the summer water rate schedule.

This public hearing is to consider adopting the revised water rates and will be an opportunity to address the proposed water rate increase. The City Council will consider all protests opposing the proposed rates, determine if a majority protest exists. Any property owner or customer subject to the proposed rate increase may submit a formal written protest against the proposed increase. Oral comments at the hearing will not qualify as formal protests unless accompanied by a written protest. Formal written protests will be counted from customers or property owners of a property subject to the proposed rates. Only one vote per property will count. If protests from a majority (51%) of properties subject to the proposed rates are received by the end of the public hearing, the City will consider a majority protest to have occurred.

It is requested that City Council, after determining that a majority protest has not occurred, adopt revised water rates as shown in Attachment A.

If City Council approves the water rate increase, it is anticipated that the proposed water rate increase would become effective on October 1, 2019 and would be applied to the monthly utility bills starting in November 2019.

#### STRATEGIC PLAN

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

#### FISCAL IMPACT

The proposed rate increase is a step towards returning the Water Fund to a revenue neutral financial position (revenue equals expenses).

#### RECOMMENDATION

Staff recommends that the Mayor open the public hearing and upon close of the hearing if there is no majority protest, that City Council, by resolution, adopt the revised water rates effective October 1, 2019 as shown in Attachment A.

Prepared by: Kuldeep Sharma, Utilities Director

Reviewed by: Karin Schnaider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

#### ATTACHMENTS

Attachment A: Water Rate Schedule

## CITY OF TRACY

## WATER RATE SCHEDULE

Effective October 1, 2019

## RESIDENTIAL WINTER RATES (NOVEMBER - APRIL)

Demand (Ccf)	Tier 1	Tier 2	Tier 3	Tier 4
	0 to 12	12 to 20	20 to 40	Over 40
Unit Rate per Ccf	\$1.50	\$2.00	\$2.17	\$2.33

## RESIDENTIAL SUMMER RATES (MAY - OCTOBER)

Demand (Ccf)	Tier 1	Tier 2	Tier 3	Tier 4
	0 to 18	18 to 30	30 to 50	Over 50
Unit Rate per Ccf	\$1.50	\$2.00	\$2.17	\$2.33

## OTHER USER CLASSES

	Unit Rate per Ccf
Multifamily	\$2.01
Commercial	\$2.18
High User (a)	\$1.59
Irrigation	\$2.40

Ccf equals 100 cubic feet or 748 gallons

- (a) High usage rate is the uniform rate for customers using water in excess of 15,000 Ccf per month on a consistent uniform basis.

## MONTHLY METER SERVICE CHARGES (all customers)

Meter Code	Meter Size (Inches)	Monthly Service Charge
LL (LIRA)	1"	\$9.92
WL (LIRA)	Varies	\$0.00
W1	5/8" or 3/4"	\$18.50
W2	1"	\$30.90
W3	1-1/2"	\$61.61
W4	2"	\$98.61
W5	3"	\$185.00
W6	4"	\$308.40
W7	6"	\$616.61
W8	8"	\$986.61
W9	10"	\$1,418.40

Approved per Resolution 2019-\_\_\_\_\_.

RESOLUTION 2019-\_\_\_\_\_

ADOPTING REVISED WATER RATES EFFECTIVE OCTOBER 1, 2019

WHEREAS, A water rate study was prepared in August 2017, and identified the need for a rate increase at that time, and

WHEREAS, Prior to this rate study, the water rates had not been increased for more than 10 years, while inflationary costs and maintenance demands continued to rise, and

WHEREAS, On November 21, 2017, City Council adopted the first rate increase, and

WHEREAS, Although the first rate increase was 25%, financial reports indicate that water revenues only increased by 10% in FY 2018-2019, and

WHEREAS, The water rate study identified the need for an additional average water rate increase of up to 25% for all customers in 2019 to fund the cost of providing potable water service, and

WHEREAS, The single family home will receive an increase of approximately \$8.20 per month, and

WHEREAS, The study recommended that in order to maintain the Water Fund in a revenue neutral financial position (revenue equals expenses) increased revenue is necessary, and

WHEREAS, Increased revenue will provide funding for utility operating costs and financing of capital improvement projects, and

WHEREAS, Notification of the proposed increase of water rates were sent to property owners and customers on July 25, 2019, and

WHEREAS, A minimum of 45 day notice was provided for any protests in accordance with requirements of Proposition 218, and

WHEREAS, The Water Rate Schedule will become effective October 1, 2019;

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Tracy hereby approves the revised water rate schedule as presented in the Water Rate Study and as shown on Attachment A - Water Rate Schedule.

\* \* \* \* \*



The foregoing Resolution 2019-\_\_\_\_\_ was passed and adopted by the Tracy City Council on the 17<sup>th</sup> day of September, 2019, by the following vote:

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

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MAYOR

ATTEST:

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CITY CLERK

## CITY OF TRACY

## WATER RATE SCHEDULE

Effective October 1, 2019

## RESIDENTIAL WINTER RATES (NOVEMBER - APRIL)

Demand (Ccf)	Tier 1	Tier 2	Tier 3	Tier 4
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	Unit Rate per Ccf
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W5	3"	\$185.00
W6	4"	\$308.40
W7	6"	\$616.61
W8	8"	\$986.61
W9	10"	\$1,418.40

Approved per Resolution 2019-\_\_\_\_\_.

AGENDA ITEM 3.B

REQUEST

**PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM AND APPROVING A JOINT POWERS AGREEMENT WITH THE EAST BAY COMMUNITY ENERGY (EBCE) AUTHORITY TO PROVIDE ELECTRIC SERVICES TO THE CITY OF TRACY**

EXECUTIVE SUMMARY

On August 20, 2019, City Council directed staff to pursue participation and implementation of a Community Choice Aggregation (CCA) program with the East Bay Community Energy (EBCE) Authority. In addition to reducing greenhouse gas emissions, this program provides alternate electric services to consumers and increases local control over energy rates that are competitive with those provided by the incumbent utility. The next step for the City is to adopt an uncodified ordinance authorizing the City's implementation of a CCA program through EBCE along with a resolution approving a Joint Powers Agreement (JPA) to join the EBCE Joint Powers Authority.

DISCUSSION

EBCE made a presentation to City Council at its August 20, 2019 meeting regarding participation and implementation of the CCA program to provide alternate electric services to City consumers under a Joint Powers Authority (JPA) agreement. The EBCE governs and operates CCA programs for Alameda County and eleven cities in Alameda County and is interested in providing services to the City of Tracy.

The CCA program operates in partnership and in competition with Pacific Gas & Electric (PG&E), wherein the CCA procures and/or generates electricity on behalf of its customers, while PG&E continues to deliver the power to homes and businesses, handles customer billing and maintains the electric grid.

In short, CCA programs like EBCE enables local jurisdictions to procure electricity on behalf of customers within their borders. The goals of EBCE's program are to promote renewable energy, reduce greenhouse gas emissions, and provide energy at competitive rates. Currently, there are 19 operational CCAs serving more than 10 million people in California.

After completion of EBCE Authority's presentation and discussion, the City Council authorized staff to pursue participation in an EBCE Joint Powers Agreement. Due to the limited window of time by statutory requirements, the City must complete certain actions immediately to implement this program by the end of 2021.

Section 366.2 of the California Public Utilities Code requires that any agency seeking to implement a CCA in their jurisdiction must do so by ordinance. This item requests that the City Council adopt an ordinance (uncodified) authorizing the City of Tracy's implementation of a CCA program. The City Council must also adopt a resolution approving a joint powers agreement (JPA) thereby authorizing the EBCE to act as the

CCA on the City's behalf. (Attachment B) By approving the JPA, the City is joining EBCE as a member. The JPA contains provisions regarding as EBCE's powers, governance structure, including voting allocations, its obligation to indemnify the members, and the process for withdrawing from the authority, along with other standard JPA terms. As a member of EBCE, the City will have a representative on the EBCE's board of directors. If approved by Council, Exhibits A-C of the JPA would be updated to reference the City of Tracy. There is currently no fee associated with joining the EBCE.

### STRATEGIC PLAN

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

### FISCAL IMPACT

There is no fiscal impact associated with adopting an ordinance implementing a Community Choice Aggregation Program or approving a Joint Powers Agreement with the EBCE Authority to provide electric services to the City of Tracy.

### RECOMMENDATION

Staff recommends City Council:

- (1) Introduce and waive the full reading of an ordinance implementing a Community Choice Aggregation Program, and
- (2) Adopt a resolution approving a Joint Powers Agreement with the East Bay Community Energy (EBCE) Authority to provide electric services to the City of Tracy.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Karen Schneider, Finance Director  
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

### ATTACHMENTS

- A. Ordinance
- B. EBCE Joint Powers Agreement

ORDINANCE \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TRACY ELECTING TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM BY AND THROUGH THE EAST BAY COMMUNITY ENERGY AUTHORITY

WHEREAS, The City of Tracy has an interest in achieving greater local involvement over the provision of electricity supply services, competitive electric rates, the development of local renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs; and

WHEREAS, Assembly Bill 117 codified as Public Utilities Code Section 366.2 (the "Act"), authorizes any California city or county whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA"); and

WHEREAS, The Act allows a CCA program to be carried out under a joint powers agreement entered into by entities that each have capacity to implement a CCA program individually. The joint power agreement structure reduces the risks of implementing a CCA program by immunizing the financial assets of participants. To this end, since 2014, Alameda County completed a feasibility study and evaluated a potential CCA program for the County and the cities within Alameda County; and

WHEREAS, The Alameda County feasibility study and evaluation showed that implementing the program was likely to provide multiple benefits to the residents, including the following:

1. Providing customers a choice of power providers;
2. Increasing local control over energy rates and other energy-related matters;
3. Providing electric rates that are competitive with those provided by the incumbent utility;
4. Reducing greenhouse gas emissions arising from electricity use;
5. Increasing local and regional renewable generation capacity
6. Increasing energy conservation and efficiency projects and programs;
7. Increasing regional energy self-sufficient; and
8. Encouraging local economic and employment benefits through energy conservation and efficiency projects.

WHEREAS, Representatives from the Alameda County and Alameda County cities have developed the East Bay Community Energy Authority Joint Powers Agreement ("Joint Powers Agreement"), attached hereto as Exhibit A. The Joint Powers Agreement creates the East Bay Community Energy Authority ("Authority") which will govern and operate the CCA program. The County and a majority of major Alameda County cities have elected to participate in the CCA program by executing the Joint Powers Agreement and adopting an ordinance electing to implement a CCA program, as required by Public Utilities Code Section 366.2(c)(12), and

WHEREAS, The Authority has entered into agreements with electric power suppliers and other service providers and, based upon those agreements, the Authority has provided electrical power to residents and businesses at rates that are competitive with those of the incumbent

utility. Upon the California Public Utilities Commission certification of the implementation plan prepared by the Authority, the Authority has provided service to customers within its member jurisdictions. Under Public Utilities Code Section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to request do so at any time, and

WHEREAS, The Authority made a presentation to City Council at its August 20, 2019 meeting and showed interest in exploring potential services to the City of Tracy. The City Council authorized staff to pursue participation in the CCA program with the Authority, and

WHEREAS, Concurrent with the introduction of this ordinance, the City Council considered a resolution approving the East Bay Community Energy Authority Joint Powers Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

**SECTION 1: Findings.** Based upon the findings set forth hereinabove, the City Council elects to participate in, and approves the implementation of a Community Choice Aggregation program within the City of Tracy's jurisdiction by and through the East Bay Community Energy Authority.

**SECTION 2: California Environmental Quality Act.** The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines sections 15061(b)(3) because it is not a project which has the potential for causing a significant effect on the environment.

**SECTION 3: Severability.** If any part of this ordinance is declared invalid by a court, such validity shall not affect any of the remaining parts.

**SECTION 4. Publication.** This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the Ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the Ordinance. (Govt. Code § 36933).

**SECTION 5. Effective Date.** This ordinance shall take effect 30 days after its adoption.

\* \* \* \* \*

Ordinance \_\_\_\_\_  
Page 3

The foregoing Ordinance \_\_\_\_\_ was introduced at a regular meeting of the Tracy City Council on the 17<sup>th</sup> day of September 2019, and finally adopted on the \_\_\_\_\_ day of October 2019, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

**East Bay Community Energy Authority**

**- Joint Powers Agreement -**

Effective December 1, 2016

**Among The Following Parties:**

County of Alameda

City of Albany

City of Berkeley

City of Dublin

City of Emeryville

City of Fremont

City of Hayward

City of Livermore

City of Oakland

City of Piedmont

City of San Leandro

City of Union City



## **EAST BAY COMMUNITY ENERGY AUTHORITY**

### **JOINT POWERS AGREEMENT**

This Joint Powers Agreement ("Agreement"), effective as of 12/1/2016 is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit A ("Parties"). The term "Parties" shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

#### **RECITALS**

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse gas emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 1.1.16 below) entering into this Agreement include securing electrical energy supply for customers in participating jurisdictions, addressing climate change by reducing energy related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as jobs creation, community energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to State, regional and local solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the East Bay Community Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.
6. By establishing the Authority, the Parties seek to:
  - (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;

- (b) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may “opt-up” and voluntarily participate;
- (c) Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and one that supports the achievement of the parties’ greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;
- (d) Establish an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;
- (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;
- (f) Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments);
- (g) Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California. The Authority, as a leader in the shift to a clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a “just transition” to the new clean energy economy;
- (h) Deliver clean energy programs and projects using a stable, skilled workforce through such mechanisms as project labor agreements, or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality;
- (i) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
- (j) Provide and manage lower cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production; and
- (k) Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize, and providing appropriate wages and benefits.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

### **ARTICLE 1 CONTRACT DOCUMENTS**

**1.1 Definitions.** Capitalized terms used in the Agreement shall have the meanings specified below, unless the context requires otherwise.

- 1.1.1 "AB 117" means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.
- 1.1.2 "Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)
- 1.1.3 "Agreement" means this Joint Powers Agreement.
- 1.1.4 "Annual Energy Use" has the meaning given in Section 1.1.23.
- 1.1.5 "Authority" means the East Bay Community Energy Authority established pursuant to this Joint Powers Agreement.
- 1.1.6 "Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.
- 1.1.7 "Board" means the Board of Directors of the Authority.
- 1.1.8 "Community Choice Aggregation" or "CCA" means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.
- 1.1.9 "CCA Program" means the Authority's program relating to CCA that is principally described in Sections 2.4 and 5.1.
- 1.1.10 "Days" shall mean calendar days unless otherwise specified by this Agreement.
- 1.1.11 "Director" means a member of the Board of Directors representing a Party, including an alternate Director.
- 1.1.12 "Effective Date" means the date on which this Agreement shall become effective and the East Bay Community Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

- 1.1.13 **“Ex Officio Board Member”** means a non-voting member of the Board of Directors as described in Section 4.2.2. The Ex Officio Board Member may not serve on the Executive Committee of the Board or participate in closed session meetings of the Board.
- 1.1.14 **“Implementation Plan”** means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.
- 1.1.15 **“Initial Costs”** means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. The Board shall determine the termination date for Initial Costs.
- 1.1.16 **“Initial Participants”** means, for the purpose of this Agreement the County of Alameda, the Cities of Albany, Berkeley, Emeryville, Oakland, Piedmont, San Leandro, Hayward, Union City, Fremont, Dublin, and Livermore.
- 1.1.17 **“Operating Rules and Regulations”** means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- 1.1.18 **“Parties”** means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.19 **“Party”** means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.20 **“Percentage Vote”** means a vote taken by the Board pursuant to Section 4.12.1 that is based on each Party having one equal vote.
- 1.1.21 **“Total Annual Energy”** has the meaning given in Section 1.1.23.
- 1.1.22 **“Voting Shares Vote”** means a vote taken by the Board pursuant to Section 4.12.2 that is based on the voting shares of each Party described in Section 1.1.23 and set forth in Exhibit C to this Agreement. A Voting Shares vote cannot take place on a matter unless the matter first receives an affirmative or tie Percentage Vote in the manner required by Section 4.12.1 and three or more Directors immediately thereafter request such vote.

1.1.23 "Voting Shares Formula" means the weight applied to a Voting Shares Vote and is determined by the following formula:

(Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) "Annual Energy Use" means (i) with respect to the first two years following the Effective Date, the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (ii) with respect to the period after the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party's respective jurisdiction that are served by the Authority and (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit B and the initial voting shares are designated in Exhibit C. Both Exhibits B and C shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year subject to the approval of the Board.

1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: List of the Parties

Exhibit B: Annual Energy Use

Exhibit C: Voting Shares

1.3 **Revision of Exhibits.** The Parties agree that Exhibits A, B and C to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

## **ARTICLE 2**

### **FORMATION OF EAST BAY COMMUNITY ENERGY AUTHORITY**

2.1 **Effective Date and Term.** This Agreement shall become effective and East Bay Community Energy Authority shall exist as a separate public agency on December 1, 2016, provided that this Agreement is executed on or prior to such date by at least three Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.3, subject to the rights of the Parties to withdraw from the Authority.

**2.2 Initial Participants.** Until December 31, 2016, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(12) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party that is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

**2.3 Formation.** There is formed as of the Effective Date a public agency named the East Bay Community Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing boards of all Parties.

**2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party and any other powers granted to the Authority under state law to participate as a group in the CCA Program pursuant to Public Utilities Code Section 366.2(c)(12); to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs; and, to exercise all other powers necessary and incidental to accomplishing this purpose.

**2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:

- 2.5.1 to make and enter into contracts, including those relating to the purchase or sale of electrical energy or attributes thereof;
- 2.5.2 to employ agents and employees, including but not limited to a Chief Executive Officer and General Counsel;
- 2.5.3 to acquire, contract, manage, maintain, and operate any buildings, works or improvements, including electric generating facilities;
- 2.5.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
- 2.5.5 to lease any property;
- 2.5.6 to sue and be sued in its own name;

- 2.5.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 *et seq.* and authority under the Act;
- 2.5.8 to form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs at the lowest possible cost consistent with the Authority's CCA Program implementation plan, risk management policies, or to take advantage of legislative or regulatory changes;
- 2.5.9 to issue revenue bonds and other forms of indebtedness;
- 2.5.10 to apply for, accept, and receive all licenses, permits, grants, loans or other assistance from any federal, state or local public agency;
- 2.5.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 2.5.12 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations");
- 2.5.13 to make and enter into service, energy and any other agreements necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and
- 2.5.14 to negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties.

**2.6 Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Emeryville and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.

**2.7 Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

**2.8 Compliance with the Brown Act.** The Authority and its officers and employees shall comply with the provisions of the Ralph M. Brown Act, Government Code Section 54950 *et seq.*

**2.9 Compliance with the Political Reform Act and Government Code Section 1090.** The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 *et seq.*) and Government Code Section 1090 *et seq.*, and shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board of Directors may adopt additional conflict of interest regulations in the Operating Rules and Regulations.

### **ARTICLE 3** **AUTHORITY PARTICIPATION**

**3.1 Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption by an affirmative vote of a majority of all Directors of the entire Board satisfying the requirements described in Section 4.12, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership fee, if any, and (e) satisfaction of any conditions established by the Board.

**3.2 Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

### **ARTICLE 4** **GOVERNANCE AND INTERNAL ORGANIZATION**

**4.1 Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.

**4.2 Appointment of Directors.** The Directors shall be appointed as follows:

**4.2.1** The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent



from a Board meeting. The person appointed and designated as the regular Director shall be a member of the governing body of the Party. The person appointed and designated as the alternate Director shall also be a member of the governing body of the Party.

4.2.2 The Board shall also include one non-voting ex officio member as defined in Section 1.1.13 ("Ex Officio Board Member"). The Chair of the Community Advisory Committee, as described in Section 4.9 below, shall serve as the Ex Officio Board Member. The Vice Chair of the Community Advisory Committee shall serve as an alternate Ex Officio Board Member when the regular Ex Officio Board Member is absent from a Board meeting.

4.2.3 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.12 may include rules regarding Directors, such as meeting attendance requirements. No Party shall be deprived of its right to seat a Director on the Board.

4.3 **Terms of Office.** Each regular and alternate Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.

4.4 **Quorum.** A majority of the Directors of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law.

4.5 **Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law. Board approval shall be required for any of the following actions, which are defined as "Essential Functions":

4.5.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

4.5.2 The hiring of a Chief Executive Officer and General Counsel.

4.5.3 The appointment or removal of an officer.

4.5.4 The adoption of the Annual Budget.

4.5.5 The adoption of an ordinance.

4.5.6 The initiation of resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may

intervene in, become party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board. The Board shall adopt Operating Rules and Regulations governing the Chief Executive Officer and General Counsel's exercise of authority under this Section 4.5.6.

**4.5.7** The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

**4.5.8** Termination of the CCA Program.

**4.6** **Executive Committee.** The Board shall establish an Executive Committee consisting of a smaller number of Directors. The Board may delegate to the Executive Committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain Essential Functions, as described in Section 4.5 and the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.12 to adopt and amend the Operating Rules and Regulations or its Essential Functions listed in Section 4.5. After the Executive Committee meets or otherwise takes action, it shall, as soon as practicable, make a report of its activities at a meeting of the Board.

**4.7** **Director Compensation.** Directors shall receive a stipend of \$100 per meeting, as adjusted to account for inflation, as provided for in the Authority's Operating Rules and Regulations.

**4.8** **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

**4.9** **Community Advisory Committee.** The Board shall establish a Community Advisory Committee consisting of nine members, none of whom may be voting members of the Board. The function of the Community Advisory Committee shall be to advise the Board of Directors on all subjects related to the operation of the CCA Program as set forth in a work plan adopted by the Board of Directors from time to time, with the exception of personnel and litigation decisions. The Community Advisory Committee is advisory only, and shall not have decision-making authority, or receive any delegation of authority from the Board of Directors. The Board shall publicize the opportunity to serve on the Community Advisory Committee, and shall appoint members of the Community Advisory Committee from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions. Members of the Community Advisory Committee shall serve staggered four-year terms (the first term of three of the members shall be two years, and four years

thereafter), which may be renewed. A member of the Community Advisory Committee may be removed by the Board of Directors by majority vote. The Board of Directors shall determine whether the Community Advisory Committee members will receive a stipend and/or be entitled to reimbursement for expenses.

**4.10 Chief Executive Officer.** The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement, if the expenditure is authorized in the Authority's approved budget, except the powers specifically set forth in Section 4.5 or those powers which by law must be exercised by the Board of Directors. The Board of Directors shall provide procedures and guidelines for the Chief Executive Officer exercising the powers of the Authority in the Operating Rules and Regulations.

**4.11 General Counsel.** The Board of Directors shall appoint a General Counsel for the Authority, who shall be responsible for providing legal advice to the Board of Directors and overseeing all legal work for the Authority.

**4.12 Board Voting.**

**4.12.1 Percentage Vote.** Except when a supermajority vote is expressly required by this Agreement or the Operating Rules and Regulations, action of the Board on all matters shall require an affirmative vote of a majority of all Directors on the entire Board (a "Percentage Vote" as defined in Section 1.1.20). A supermajority vote is required by this Agreement for the matters addressed by Section 8.4. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, action of the Board shall require an affirmative Percentage Vote of the specified supermajority of all Directors on the entire Board. No action can be taken by the Board without an affirmative Percentage Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved by an affirmative "Voting Shares Vote," as defined in Section 1.1.22, if three or more Directors immediately request such vote.

**4.12.2 Voting Shares Vote.** In addition to and immediately after an affirmative percentage vote, three or more Directors may request that a vote of the voting shares shall be held (a "Voting Shares Vote" as defined in Section 1.1.22). To approve an action by a Voting Shares Vote, the corresponding voting shares (as defined in Section 1.1.23 and Exhibit C) of all Directors voting in the affirmative shall exceed 50% of the voting share of all Directors on the entire Board, or such other higher voting shares percentage expressly required by this Agreement or the Operating Rules

and Regulations. In the event that any one Director has a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter. When a voting shares vote is held, action by the Board requires both an affirmative Percentage Vote and an affirmative Voting Shares Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved on an affirmative Voting Shares Vote. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, the supermajority vote is subject to the Voting Share Vote provisions of this Section 4.12.2, and the specified supermajority of all Voting Shares is required for approval of the action, if the provision of this Section 4.12.2 are triggered.

**4.13 Meetings and Special Meetings of the Board.** The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

**4.14 Officers.**

**4.14.1 Chair and Vice Chair.** At the first meeting held by the Board in each calendar year, the Directors shall elect, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Chair and Vice Chair shall hold office for one year and serve no more than two consecutive terms, however, the total number of terms a Director may serve as Chair or Vice Chair is not limited. The office of either the Chair or Vice Chair shall be declared vacant and the Board shall make a new selection if: (a) the person serving dies, resigns, or ceases to be a member of the governing body of the Party that the person represents; (b) the Party that the person represents removes the person as its representative on the Board, or (c) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

**4.14.2 Secretary.** The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

**4.14.3 Treasurer and Auditor.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. The same person may not simultaneously hold both the office of Treasurer and the office of the Auditor of the Authority. Unless otherwise exempted from such

requirement, the Authority shall cause an independent audit to be made annually by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested, the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

**4.15 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

**4.16 Operational Audit.** The Authority shall commission an independent agent to conduct and deliver at a public meeting of the Board an evaluation of the performance of the CCA Program relative to goals for renewable energy and carbon reductions. The Authority shall approve a budget for such evaluation and shall hire a firm or individual that has no other direct or indirect business relationship with the Authority. The evaluation shall be conducted at least once every two years.

## **ARTICLE 5**

### **IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

#### **5.1 Implementation of the CCA Program.**

**5.1.1 Enabling Ordinance.** Prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

**5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.12.

**5.1.3 Termination of CCA Program.** Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

**5.2 Other Authority Documents.** The Parties acknowledge and agree that the operations of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

**5.3 Integrated Resource Plan.** The Authority shall cause to be prepared an Integrated Resource Plan in accordance with CPUC regulations that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with the State Renewable Portfolio standard and customer rate competitiveness. The Authority shall prioritize the development of energy projects in Alameda and adjacent counties. Principal aspects of its planned operations shall be in a Business Plan as outlined in Section 5.4 of this Agreement.

**5.4 Business Plan.** The Authority shall cause to be prepared a Business Plan, which will include a roadmap for the development, procurement, and integration of local renewable energy resources as outlined in Section 5.3 of this Agreement. The Business Plan shall include a description of how the CCA Program will contribute to fostering local economic benefits, such as job creation and community energy programs. The Business Plan shall identify opportunities for local power development and how the CCA Program can achieve the goals outlined in Recitals 3 and 6 of this Agreement. The Business Plan shall include specific language detailing employment and labor standards that relate to the execution of the CCA Program as referenced in this Agreement. The Business Plan shall identify clear and transparent marketing practices to be followed by the CCA Program, including the identification of the sources of its electricity and explanation of the various types of electricity procured by the Authority. The Business Plan shall cover the first five (5) years of the operation of the CCA Program. The Business Plan shall be completed by the Authority no later than eight (8) months after the seating of the Authority Board of Directors. Progress on the implementation of the Business Plan shall be subject to annual public review.

**5.5 Labor Organization Neutrality.** The Authority shall remain neutral in the event its employees, and the employees of its subcontractors, if any, wish to unionize.

**5.6 Renewable Portfolio Standards.** The Authority shall provide its customers renewable energy primarily from Category 1 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall not procure energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) exceeding 50% of the State law requirements, to achieve its renewable portfolio goals. However, for Category 3 RECs associated with generation facilities located within its service jurisdiction, the limitation set forth in the preceding sentence shall not apply.

## **ARTICLE 6**

### **FINANCIAL PROVISIONS**

**6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

**6.2 Depository.**

**6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

**6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times.

**6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

**6.3 Budget and Recovery Costs.**

**6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

**6.3.2 Funding of Initial Costs.** The County shall fund the Initial Costs of establishing and implementing the CCA Program. In the event that the

CCA Program becomes operational, these Initial Costs paid by the County and any specified interest shall be included in the customer charges for electric services to the extent permitted by law, and the County shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County shall not be entitled to any reimbursement of the Initial Costs.

- 6.3.4 Additional Contributions and Advances.** Pursuant to Government Code Section 6504, the Parties may in their sole discretion make financial contributions, loans or advances to the Authority for the purposes of the Authority set forth in this Agreement. The repayment of such contributions, loans or advances will be on the written terms agreed to by the Party making the contribution, loan or advance and the Authority.

## **ARTICLE 7**

### **WITHDRAWAL AND TERMINATION**

#### **7.1 Withdrawal.**

- 7.1.1 General Right to Withdraw.** A Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.
- 7.1.2 Withdrawal Following Amendment.** Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement provided that the requirements of this Section 7.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.
- 7.1.3 The Right to Withdraw Prior to Program Launch.** After receiving bids from power suppliers for the CCA Program, the Authority must provide to the Parties a report from the electrical utility consultant retained by the Authority comparing the Authority's total estimated electrical rates, the estimated greenhouse gas emissions rate and the amount of estimated renewable energy to be used with that of the incumbent utility. Within 30 days after receiving this report, through its City Manager or a person expressly authorized by the Party, any Party may immediately withdraw



its membership in the Authority by providing written notice of withdrawal to the Authority if the report determines that any one of the following conditions exists: (1) the Authority is unable to provide total electrical rates, as part of its baseline offering to customers, that are equal to or lower than the incumbent utility, (2) the Authority is unable to provide electricity in a manner that has a lower greenhouse gas emissions rate than the incumbent utility, or (3) the Authority will use less qualified renewable energy than the incumbent utility. Any Party who withdraws from the Authority pursuant to this Section 7.1.3 shall not be entitled to any refund of the Initial Costs it has paid to the Authority prior to the date of withdrawal unless the Authority is later terminated pursuant to Section 7.3. In such event, any Initial Costs not expended by the Authority shall be returned to all Parties, including any Party that has withdrawn pursuant to this section, in proportion to the contribution that each made. Notwithstanding anything to the contrary in this Agreement, any Party who withdraws pursuant to this section shall not be responsible for any liabilities or obligations of the Authority after the date of withdrawal, including without limitation any liability arising from power purchase agreements entered into by the Authority.

**7.2 Continuing Liability After Withdrawal; Further Assurances; Refund.** A

Party that withdraws its membership in the Authority under either Section 7.1.1 or 7.1.2 shall be responsible for paying its fair share of costs incurred by the Authority resulting from the Party's withdrawal, including costs from the resale of power contracts by the Authority to serve the Party's load and any similar costs directly attributable to the Party's withdrawal, such costs being limited to those contracts executed while the withdrawing Party was a member, and administrative costs associated thereto. The Parties agree that such costs shall not constitute a debt of the withdrawing Party, accruing interest, or having a maturity date. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's costs described above. Any amount of the Party's funds held by the Authority for the benefit of the Party that are not required to pay the Party's costs described above shall be returned to the Party. The withdrawing party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. A withdrawing party has the right to continue to participate in Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party until the withdrawal's effective date.

**7.3 Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.

**7.4 Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred

under this Agreement and under any Authority Documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

## **ARTICLE 8**

### **MISCELLANEOUS PROVISIONS**

**8.1 Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section 8.1. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 120 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.

**8.2 Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

**8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as the Board deems necessary to protect the interests of the Authority, the Parties and the public. Such insurance coverage shall name the Parties and their respective Board or Council members, officers, agents and employees as additional insureds. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

**8.4 Amendment of this Agreement.** This Agreement may be amended in writing by a two-thirds affirmative vote of the entire Board satisfying the requirements described in Section 4.12. Except that, any amendment to the voting provisions in Section 4.12 may only be made by a three-quarters affirmative vote of the entire Board. The Authority shall provide written notice to the Parties at least 30 days in advance of any proposed amendment being considered by the Board. If the proposed amendment is adopted by the Board, the Authority shall provide prompt written notice to all Parties of the effective date of such amendment along with a copy of the amendment.

**8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

**8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

**8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

**8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

**8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 72 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. In addition, a duplicate copy of all notices provided pursuant to this section shall be provided to the Director and alternate Director for each Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties. All notices required hereunder shall be delivered to:

The County of Alameda

Director, Community Development Agency

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to [PARTY No. \_\_\_\_]

Office of the City Clerk

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Office of the City Manager/Administrator

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Office of the City Attorney

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if to [PARTY No. \_\_\_\_ ]

Office of the City Clerk

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Office of the City Manager/Administrator

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Office of the City Attorney

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**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

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

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

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

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

Party: \_\_\_\_\_

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to [PARTY No. \_\_\_\_]

Office of the City Clerk

Eileen Harrington, Deputy  
Eileen Harrington 12/2/16

Office of the City Manager/Administrator

Delo  
Delo Crumpley

Office of the City Attorney

Craig Labadie  
Craig Labadie

if to [PARTY No. \_\_\_\_]

Office of the City Clerk

\_\_\_\_\_  
\_\_\_\_\_

Office of the City Manager/Administrator

\_\_\_\_\_  
\_\_\_\_\_

Office of the City Attorney

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: *D. Williams-Butley*

Name: *Dee Williams-Ridley*

Title: *City Manager*

Date: *December 1, 2016*

Party: *City of Berkeley*

APPROVED AS TO FORM

By *Michael Woo*  
CITY ATTORNEY FOR THE  
CITY OF BERKELEY

Registered by:

*Ann-Monica Hagan*  
City Treasurer

ATTEST for the City of Berkeley

*Wendy Spurr*  
City Clerk

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to [PARTY No. \_\_\_\_]

City of Dublin  
City Manager  
100 Civic Plaza  
Dublin, CA 94568

Meyers Nave  
City Attorney  
555 12<sup>th</sup> Street, Suite 1500  
Oakland, CA 94607

if to [PARTY No. \_\_\_\_ ]

Office of the City Clerk

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Office of the City Manager/Administrator

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Office of the City Attorney

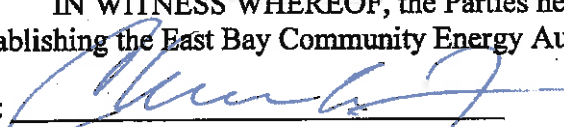
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**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By:   
\_\_\_\_\_  
Christopher L. Foss, City Manager  
City of Dublin

Date: 12/1/10

Party: \_\_\_\_\_

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to: City of Emeryville

Office of the City Clerk  
1333 Park Avenue  
Emeryville, CA 94608

Office of the City Manager  
1333 Park Avenue  
Emeryville, CA 94608

Office of the City Attorney  
1333 Park Avenue  
Emeryville, CA 94608

if to [PARTY No. \_\_\_\_\_ ]

Office of the City Clerk

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Office of the City Manager/Administrator

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Office of the City Attorney

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**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: Carolyn Lehr  
Name: Carolyn Lehr  
Title: City Manager  
Date: 12-1-16  
Party: City of Emeryville

APPROVED AS TO FORM:

Michael A. Guina  
Michael A. Guina, City Attorney

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to [PARTY No. \_\_\_\_\_]

**City of Fremont**

Office of the City Clerk  
3300 Capitol Ave., Building A  
Fremont, CA 94538

Office of the City Manager/Administrator  
3300 Capitol Ave., Building A  
Fremont, CA 94538

Office of the City Attorney  
3300 Capitol Ave., Building A  
Fremont, CA 94538

if to [PARTY No. \_\_\_\_\_ ]

Office of the City Clerk

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Office of the City Manager/Administrator

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Office of the City Attorney

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**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: 

Name:     **Jessica von Borck**    

Title:     **Assistant City Manager**    

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

Date:     **12-1-16**    

Party: \_\_\_\_\_

**APPROVED AS TO FORM:**



**Debra S. Margolis**

**Assistant City Attorney**

The County of Alameda

Director, Community Development Agency  
224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

City of Hayward

Office of the City Manager  
City of Hayward  
777 B Street  
Hayward, CA 94541

With a copy to:

Office of the City Attorney  
City of Hayward  
777 B Street  
Hayward, CA 94541

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

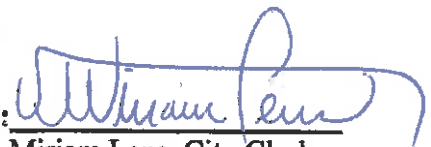
**CITY OF HAYWARD, A Municipal Corporation**

Date of Approval: 12/16/2016



Kelly McAdoo, City Manager

ATTEST:



Miriam Lens, City Clerk

**APPROVED AS TO FORM**



Michael Lawson, City Attorney

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to City of Livermore

City Clerk's Office  
1052 South Livermore Avenue  
Livermore, CA 94550

With a copy to:

Public Works Department  
Attn: Public Works Manager  
3500 Robertson Park Road  
Livermore, CA 94550

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: Marc Roberts

Name: Marc Roberts

Title: City Manager

Date: 1/4/2017

Party: City of Livermore

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, written over a horizontal line.



224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to [PARTY No. \_\_\_\_]

Office of the City Clerk  
1 Frank H. O'Connell Plaza  
Oakland, CA 94612

Office of the City Manager/Administrator  
1 Frank H. O'Connell Plaza  
Oakland, CA 94612

Office of the City Attorney  
\_\_\_\_\_  
\_\_\_\_\_

if to [PARTY No. \_\_\_\_]

Office of the City Clerk  
\_\_\_\_\_  
\_\_\_\_\_

Office of the City Manager/Administrator  
\_\_\_\_\_  
\_\_\_\_\_

Office of the City Attorney  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By:  for SBL

Name: CLAUDIA CAPPIO

Title: ASST CITY ADMINISTRATOR

Date: 12/07/16

Party: CITY OF OAKLAND

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

By: J/Wiel

Name: Jeffrey Wiel

Title: Mayor

Date: 12/19/16

Party: City of Piedmont

force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

**8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 72 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. In addition, a duplicate copy of all notices provided pursuant to this section shall be provided to the Director and alternate Director for each Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties. All notices required hereunder shall be delivered to:

The County of Alameda

Director, Community Development Agency  
224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

if to the City of San Leandro

Office of the City Clerk  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

Office of the City Manager/Administrator  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577  
Office of the City Attorney  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

CITY OF SAN LEANDRO

  
\_\_\_\_\_  
Chris Zapata, City Manager

Attest:   
\_\_\_\_\_  
Tamika Greenwood, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

224 West Winton Ave.  
Hayward, CA 94612

With a copy to:

Office of the County Counsel  
1221 Oak Street, Suite 450  
Oakland, CA 94612

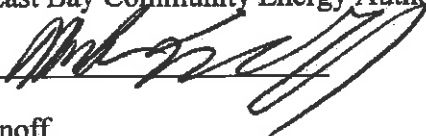
if to The City of Union City [PARTY No. 12]

Office of the City Clerk

Anna M. Brown, City Clerk  
34009 Alvarado-Niles Road  
Union City, CA 94587

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the East Bay Community Energy Authority.

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

Name: Mark Evanoff

Title: Deputy City Manager

Date: December 5, 2016

Party: The City of Union City

**EXHIBIT A**

**-LIST OF THE PARTIES**

**(This draft exhibit is based on the assumption that all of the Initial Participants will become Parties. On the Effective Date, this exhibit will be revised to reflect the Parties to this Agreement at that time.)-**

**County of Alameda**

**City of Albany**

**City of Berkeley**

**City of Dublin**

**City of Emeryville**

**City of Fremont**

**City of Hayward**

**City of Livermore**

**City of Oakland**

**City of Piedmont**

**City of San Leandro**

**City of Union City**



**DRAFT EXHIBIT B**  
**-ANNUAL ENERGY USE**

This Exhibit B is effective as of December 1, 2016.

<b>Party</b>	<b>kWh (2014)</b>
<b>Albany</b>	<b>57,726,000</b>
<b>Berkeley</b>	<b>684,454,000</b>
<b>Dublin</b>	<b>297,219,000</b>
<b>Emeryville</b>	<b>203,591,000</b>
<b>Fremont</b>	<b>1,306,714,000</b>
<b>Hayward</b>	<b>813,048,000</b>
<b>Livermore</b>	<b>498,219,000</b>
<b>Oakland</b>	<b>2,005,389,000</b>
<b>Piedmont</b>	<b>32,768,000</b>
<b>San Leandro</b>	<b>516,830,000</b>
<b>Unincorporated</b>	<b>513,917,000</b>
<b>Union City</b>	<b>356,019,000</b>
<b><u>Total</u></b>	<b><u>7,285,894,000</u></b>

\*Data provided by PG&E

**DRAFT EXHIBIT C**

**- VOTING SHARES**

This Exhibit C is effective as of December 1, 2016.

<b>Party</b>	<b>kWh (2014)</b>	<b>Voting Share Section 4.12.2</b>
<b>Albany</b>	<b>57,726,000</b>	<b>.80%</b>
<b>Berkeley</b>	<b>684,454,000</b>	<b>9.39%</b>
<b>Dublin</b>	<b>297, 219,000</b>	<b>4.08%</b>
<b>Emeryville</b>	<b>203,591,000</b>	<b>2.80%</b>
<b>Fremont</b>	<b>1,306,714,000</b>	<b>17.93%</b>
<b>Hayward</b>	<b>813,048,000</b>	<b>11.16%</b>
<b>Livermore</b>	<b>498,219,000</b>	<b>6.83%</b>
<b>Oakland</b>	<b>2,005,389,000</b>	<b>27.52%</b>
<b>Piedmont</b>	<b>32,768,000</b>	<b>.46%</b>
<b>San Leandro</b>	<b>516,830,000</b>	<b>7.09%</b>
<b>Unincorporated</b>	<b>513,917,000</b>	<b>7.05%</b>
<b>Union City</b>	<b>356,019,000</b>	<b>4.89%</b>
<b><u>Total</u></b>	<b><u>7,285,894,000</u></b>	<b><u>100%</u></b>

\*Data provided by PG&E



RESOLUTION 2019-\_\_\_\_\_

APPROVING A JOINT POWERS AGREEMENT WITH THE EAST BAY COMMUNITY ENERGY (EBCE) AUTHORITY TO PROVIDE ELECTRIC SERVICES TO THE CITY OF TRACY

WHEREAS, The City of Tracy has been actively investigating options to provide electricity supply services to constituents within the City with the intent of achieving greater local involvement over the provision of electric supply services, competitive electric rates, the development of local renewable energy projects, reduced greenhouse gas emissions and the wider implementation of energy conservation and efficiency projects and programs, and

WHEREAS, Community Choice Aggregation (CCA) is a mechanism by which local governments assume responsibility for supplying electrical power for residential and commercial customers in their jurisdiction in partnership and competition with local commercial energy purveyors and owners of transmission facilities, which in the case of the City of Tracy is Pacific Gas & Electric Co., and

WHEREAS, CCA has the potential to reduce greenhouse gas emissions related to the use of power in the City of Tracy; provide electric power to customers at a competitive cost; carry out programs to reduce energy consumption; stimulate and sustain the local economy by developing local jobs in renewable energy; and through local control of electric generation resources, and

WHEREAS, Staff has examined and identified CCA as a key strategy to meet local clean energy goals and projected greenhouse gas reduction targets, and

WHEREAS, Alameda County and cities in Alameda County have developed the EBCE Authority Joint Powers Agreement (JPA) which creates the East Bay Community Energy Authority (Authority) which will govern and operate the CCA program, and

WHEREAS, the Authority provides alternate electric services to consumers under a JPA with Alameda County and the vast majority of all cities in that county, and

WHEREAS, The Authority is interested in providing potential services to the City of Tracy and made a presentation to City Council at its regular meeting of August 20, 2019, and

WHEREAS, On August 20, 2019, City Council authorized staff to pursue services with EBCE, and

WHEREAS, A standard JPA Agreement must be executed with the Authority to participate in the CCA program;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy approves a Joint Powers Agreement with the East Bay Community Energy (EBCE) Authority to provide Electric Services to the City of Tracy.

\*\*\*\*\*

The foregoing Resolution 2019-\_\_\_\_\_ was adopted by Tracy City Council on the 17<sup>th</sup> day of September, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

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

AGENDA ITEM 3.C

REQUEST

**RECEIVE A REPORT ON SENATE BILL 438, AN ACT TO AMEND SECTION 53110 OF AND TO ADD SECTION 53100.5 TO THE GOVERNMENT CODE, AND TO ADD SECTIONS 1797.223 AND 1798.8 TO THE HEALTH AND SAFETY CODE RELATING TO EMERGENCY SERVICES**

EXECUTIVE SUMMARY

In 2016, the fire department had become aware that current policies within San Joaquin County were restricting its ability to respond to all emergencies within its jurisdiction. The San Joaquin County Emergency Medical Services Agency (EMS agency) had implemented Policy 3202, which restricted the fire department from responding to lower level medical emergencies. Staff brought this issue to the attention of City Council at a special workshop on September 28, 2016. In the year that followed and with the support of Council, staff worked through contentious meetings with the County and the EMS agency to secure the fire department's right to respond to all medical incidents within the City's jurisdiction regardless of the severity of the emergency. Staff secured the ability to respond to all medical emergencies in Tracy, however the provisions of the law and the interpretation of the law has remained in dispute.

In 2017, the City of Tracy and the fire department began the process of attempting to amend the law to ensure local governments maintained control of their resources and fire chiefs could determine what the best use of local resources were for their communities. Staff worked to gain legislative support from the League of California Cities and the California Fire Chief's Association (Cal Chiefs). Both the League and Cal Chiefs supported the proposed legislative changes; however, proposed changes failed to develop into legislation and was not introduced into the 2017-2018 California Legislature for consideration.

The fire service maintained interest in pursuing changes to the law through the legislative process. In 2018, fire department staff worked collaboratively with Cal Chiefs and the California Professional Firefighters (CPF) organizations to garner legislative support. On February 21, 2019, Senator Robert Hertzberg and Principal coauthor Assembly Member Susan Eggman introduced Senate Bill 438 (SB-438) into the 2019-2020 Regular Session of the California Legislature. This bill is commonly identified as Emergency Medical Services: Dispatch and is intended to address the issues first brought to light in 2016 among others.

DISCUSSION

Officially, Senate Bill 438 is an act to amend section 53110 of, and to add Section 53100.5 to, the Government Code, and to add Sections 1797.223 and 1798.8 to the Health and Safety Code, relating to emergency services. Functionally, SB-438 addresses emergency medical dispatch and the authority of a public safety agency to receive directly and process "911" emergency requests within its territorial jurisdiction.

If signed by Governor Gavin Newsom, the bill specifically establishes the following:

- States the legislature’s intent to affirm and clarify a public agency’s duty, responsibility, and jurisdiction to establish and improve emergency communication procedures and quickly respond to any person calling the telephone number “911” seeking fire, medical, rescue, or other emergency services
- Prohibits a public agency from delegating, assigning, or contracting for “911” emergency call processing services for the dispatch of emergency response resources unless the delegation or assignment is to, or the contract or agreement is with, another public agency with the following exceptions:
  - A joint powers authority that delegated, assigned, or contracted for “911” call processing services on or before January 1, 2019, or
  - A public agency that has delegated, assigned, or contracted for “911” call processing services on or before January 1, 2019, may continue to do so with the concurrence of the public safety agencies that provide prehospital emergency medical services
- Requires a public safety agency that provides “911” call processing services for medical response to make a connection available from the public safety agency dispatch center to an EMS provider’s dispatch center, for the timely transmission of emergency response information
- Requires the local EMS-agency-authorized EMS providers and the EMS system providers within the jurisdiction of the incident, to be simultaneously notified and dispatched at the same response mode.
- Provides that medical control by a local EMS agency medical director, or medical direction and management of an EMS system, shall not be construed to do any of the following, among other things:
  - Limit, supplant, prohibit, or otherwise alter a public safety agency’s authority to directly receive and process emergency requests for assistance originating within the public agency’s territorial jurisdiction through the “911” system
  - Authorize or permit a local EMS agency to delegate, assign, or enter into a contract in contravention of subdivision (b) of Section 53110 of the Government Code
  - Authorize or permit a local EMS agency to unilaterally reduce a public safety agency’s response mode below that of the EMS transport provider, prevent a public safety response, or alter the deployment of public safety emergency response resources within the public safety agency’s territorial jurisdiction

- Authorize or permit a local EMS agency to prevent a public safety agency from providing mutual aid pursuant to the California Emergency Services Act
- A public safety agency's adherence to the policies, procedures, and protocols adopted by a local EMS agency does not constitute a transfer of any of the public safety agency's authorities regarding the administration of emergency medical services

SB-438 Chronology/Status	Date
Enrolled (Governor Newsom's Desk)	September 6, 2019
Passed in Senate	September 4, 2019
Passed in Assembly	September 3, 2019
Amended in Assembly	July 11, 2019
Amended in Assembly	June 18, 2019
Amended in Assembly	May 2, 2019
Amended in Assembly	March 25, 2019
Introduced	February 21, 2019

Since its introduction, SB-438 has received overwhelming support in the California State Legislature. This legislation has its roots in San Joaquin County but has statewide implications. The state's fire service leaders in both labor and management have worked collaboratively with lawmakers to support legislation that provides the ability for local leaders to determine service levels within their communities.

The bill is currently in an "enrolled" status and it is anticipated that Governor Newsom will sign SB-438 into law. If signed by the Governor, SB-438 will become law with an effective date of January 1, 2020.

### STRATEGIC PLAN

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

### FISCAL IMPACT

There is no fiscal impact in receiving this report.

### RECOMMENDATION

That the City Council receives the report on SB-438, an act to amend the California Government Code, and the Health and Safety Code relating to emergency services.

Prepared by: David A. Bramell, Fire Division Chief

Reviewed by: Randall Bradley, Fire Chief  
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager