

NOTICE OF SPECIAL MEETING

Pursuant to Section 54956 of the Government Code of the State of California, a Special meeting of the **Tracy City Council** is hereby called for:

Date/Time: **Tuesday, November 19, 2019, 6:00 p.m.**
(or as soon thereafter as possible)

Location: **Council Chambers, City Hall**
333 Civic Center Plaza, Tracy

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy City Council on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

1. Call to Order
2. Roll Call
3. Items from the Audience - *In accordance with Procedures for Preparation, Posting and Distribution of Agendas and the Conduct of Public Meetings, adopted by Resolution 2015-052 any item not on the agenda brought up by the public at a meeting, shall be automatically referred to staff. 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.*
4. CONSENT CALENDAR
 - 4.A APPROVAL OF OCTOBER 15, 2019 CLOSED SESSION AND SPECIAL MEETING MINUTES AND NOVEMBER 5, 2019 CLOSED SESSION, SPECIAL AND REGULAR MEETING MINUTES
 - 4.B APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF TRACY AND HOSPICE OF SAN JOAQUIN
 - 4.C APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH IBI GROUP, A CALIFORNIA PARTNERSHIP, TO INCREASE THE NOT TO EXCEED AMOUNT TO \$140,000 TO COMPLETE AN UPDATED SHORT RANGE TRANSIT PLAN
 - 4.D ACCEPT IMPROVEMENTS FOR THE ELLIS VILLAGE GREEN NEIGHBORHOOD PARK WITHIN THE ELLIS PHASE 1A, TRACT 3764 SUBDIVISION AND DEDICATED PARK SITE, CONSTRUCTED BY STANDARD PACIFIC CORPORATION, ASSUME RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZE THE CITY ENGINEER TO RELEASE ALL BONDS IN ACCORDANCE WITH THE TERMS OF THE PARK IMPROVEMENT AND REFUND AGREEMENT AND THE DEFERRED IMPROVEMENT AGREEMENT

- 4.E FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO A COMPETITIVE PROPOSAL PROCESS AND APPROVE AN AGREEMENT WITH BARYALAI FEROZ AND LAMIA FEROZ TO SELL APPROXIMATELY 11,192 SQUARE FEET OF SURPLUS CITY REAL PROPERTY (A PORTION OF APN 212-040-67) LOCATED ADJACENT TO THE FEROZ REAL PROPERTY (APN 212-270-21) AND SOUTH OF THE BOUNDARY FENCE OF DETENTION BASIN 10
- 4.F APPROVE TASK ORDER NOS. 6, 7, AND 8 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP, INC. FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING DISTRICTS
- 4.G APPROVE REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND THREE PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN SCHULTE ROAD AND LINNE ROAD, CIP 73144
- 4.H ACCEPT TRACY MUNICIPAL AIRPORT NEW ROTATING BEACON ON EXISTING TOWER PROJECT, CIP 77581, AIP NO. 3-06-0259-19, COMPLETED BY VELLUTINI CORPORATION dba ROYAL ELECTRIC COMPANY OF SACRAMENTO, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE COUNTY, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT
- 4.I SUBMIT A LETTER TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FORMALLY REQUESTING THAT THE REGIONAL TRANSPORTATION PLAN BE AMENDED TO INCLUDE CONSTRUCTION OF THE VALLEY LINK RAIL PROJECT
- 4.J AUTHORIZE THE CITY MANAGER TO SUBMIT A PLANNING GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT IN COMPLIANCE WITH STATE SENATE BILL 2 AND EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE GRANT
- 5. RECEIVE AND DISCUSS UPDATE FROM THE TRI-VALLEY-SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY ON THE PROGRESS OF THE VALLEY LINK PROJECT
- 6. DISCUSS COUNCIL VACANCY POLICY AND PROVIDE DIRECTION TO STAFF
- 7. PROVIDE DIRECTION ON FY 2019/20 STRATEGIC PRIORITIES AND APPROVE COUNCIL WORKSHOP REPORT AS OCTOBER 2, 2019 SPECIAL MEETING MINUTES

8. APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS FOR FOUR UPCOMING TERM EXPIRATIONS ON THE TRACY ARTS COMMISSION
9. ADJOURNMENT



Mayor

Thursday, November 14, 2019

The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in public meetings. Persons requiring assistance or auxiliary aids in order to participate should call City Hall (209-831-6105), at least 24 hours prior to the meeting.

Any materials distributed to the majority of the Tracy City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office located at 333 Civic Center Plaza, Tracy, during normal business hours.

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

October 15, 2019, 5:30 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:31 p.m. for the purpose of a closed session to discuss the items outlined below.

2. ROLL CALL – Roll call found Council Members Vargas, Ransom, Mayor Pro Tem Young, and Mayor Rickman present. Council Member Arriola absent.

Council Member Arriola arrived at 5:41 p.m., after roll call.

3. ITEMS FROM THE AUDIENCE – None

4. CLOSED SESSION

A. Conference with Legal Counsel – Existing Litigation (Gov. Code § 54954.5(d)(1))

Tracy Rural County Fire Protection District v. LAFCo of San Joaquin (City of Tracy, Real Party in Interest) (San Joaquin County Superior Court Case No. STK-CV-UWM-2019-9687)

5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Council Member Ransom to recess the meeting to closed session at 5:31 p.m. Roll call vote found Council Members Vargas, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Arriola absent.

Council Member Arriola arrived at 5:41 p.m. after roll call.

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:58 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 Ransom to adjourn. Roll call vote found Council Members Vargas, Ransom, Arriola, and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young absent from adjournment. Time: 5:59 p.m.

The agenda was posted at City Hall on October 10, 2019. The above are action minutes.

Mayor

ATTEST:

City Clerk

October 15, 2019, 6:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. Mayor Rickman called the meeting to order at 6:01 p.m.
2. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.

DEVIATION

4. WORKSHOP TO DISCUSS PROPOSED COUNCIL MEETING PROTOCOLS AND RULES OF PROCEDURE AND PROVIDE DIRECTION TO STAFF

Leticia Ramirez, Interim City Attorney provided the staff report.

Henry Cole did not support time limits on Council Member comments.

Eleassia Davis did not agree with reducing speaker time limits or closing the meeting at 10:30 p.m.

Robert Tanner shared his concerns about speaker time limits for City Council and requested the public comment remain at five minutes.

Yubo Cody did not support limiting time for public comment.

Alice English did not support reducing public comment time, and added Council should read the agenda prior to the meeting, and not take away the public's time.

City Council questions followed. Council suggested the following amendments/additions to the protocols:

- Council's requests for items to be placed on an agenda should be made publicly unless it is time sensitive (items with deadlines). The request should be seconded by another Council member. All Council shall be notified of time sensitive requests.
- Section 2.3 – Clarify that newly elected Council members have to comply with Code of Conduct.
- Section 3.4.2 – Add language: *or other legal remedies per the Government Code.*
- Section 4.3.1: Add language that indicates if a Council member requests support from another Council member (outside of a Council meeting), to place an item on an agenda and if the request is denied, the Council member must publicly request a third Council member for support of the item.
- Section 5.7.1 - Keep speaker time limits at five minutes except if there are a large number of speakers. Council consensus agreed to decrease the time limit to three minutes if there are 15 or more speakers.

- Section 5.14.1 – Add language to include why a Council member is abstaining.
- Section 6.1 – Add language regarding items that are within the Council’s subject matter jurisdiction.
- Section 6.4 – Add language to include the Penal Code 403 in this section.
- Items from the Audience – Clarification regarding subject matter and items under Council purview.

Staff to look at the capability of downloadable sections of the recorded Council meeting from the website instead of having to download the complete meeting.

3. ITEMS FROM THE AUDIENCE - Alice English shared her concerns regarding the Katerra hearing that was before City Council on October 1, 2019, and the lack of noticing to the public.
5. ADJOURNMENT – Time: 7:02 p.m.

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

The above agenda was posted at the Tracy City Hall on October 10, 2019. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 5, 2019, 5:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:00 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

1. Conference with Real Property Negotiators (Gov. Code § 54956.8)

Property Locations:

Robert and Susan Sarvey
APN 240-100-10
26139 S. Corral Hollow Road, Tracy, CA

Michael and Catherine Correll; Correll Revocable Trust
APN 244-030-22
3880 S. Corral Hollow Road, Tracy, CA

Paul and Helen Crampton
APN 244-030-01
25990 S. Corral Hollow Road, Tracy, CA

Ashok, Vimlesh, Nari, P. & Anita N. Ramchandani
APN 240-140-10 & 240-140-29
S. Corral Hollow Road, Tracy, CA

Valley Baptist Church
APN 240-100-11
921 S Corral Hollow Road, Tracy, CA 95377

Patrick Salomon and Anneliese Reitz
APN 240-100-14
26325 S. Corral Hollow Road, Tracy, CA

Prabhakaran Family Trust
APN 242-030-40
26172 S. Corral Hollow Road, Tracy, CA

John and Stacey Stevenson
APN 242-030-41
26204 S. Corral Hollow Road, Tracy, CA

Tender Loving Care, Inc.
APN 240-100-07
26097 S Corral Hollow Road, Tracy, CA

Milton and Patricia Smith
APN 240-100-11
26193 S. Corral Hollow Road, Tracy, CA

Bonny Carter
APN 244-030-13
27350 S. Corral Hollow Road, Tracy, CA,

Michael and Emily Durkee
APN 240-090-04
26909 S. Corral Hollow Road, Tracy, CA

Maximo and Maria Galvao
APN 240-100-02
25883 S. Corral Hollow Road, Tracy, CA

Mathew Schirmer
APN 240-100-15
26391 S. Corral Hollow Road, Tracy, CA

Errol Gene King, et al
APN 242-030-42
26220 S. Corral Hollow Road, Tracy, CA

Negotiators for the City: City Staff: Kuldeep Sharma, Utilities Director
Consultant: Associate Right of Way Services

Negotiating Parties: Property owners for each parcel

Under Negotiation: Price and terms of payment

2. Conference with Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1))

i. Case Name: Edward McMahon v. City of Tracy
WCAB No: 1) ADJ10902577

ii. Case Name: Edward McMahon v. City of Tracy
WCAB No: 1) ADJ10902596

5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Council Member Arriola to recess the meeting to closed session at 5:01 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 5:05 p.m.

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:30 p.m.

7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Motion was made by Council Member Arriola and seconded by Council Member Vargas to adjourn. Roll call vote found all in favor; passed and so ordered. Time: 5:30 p.m. .

The agenda was posted at City Hall on October 31, 2019. The above are action minutes.

ATTEST:

Mayor

City Clerk

November 5, 2019, 6:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. Mayor Rickman called the meeting to order at 5:30 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. APPROVE AQUATIC CENTER FINAL CONCEPTUAL PLAN AND AUTHORIZE STAFF AND SURLAND COMMUNITIES, LLC TO PREPARE FINAL DESIGN AND CONSTRUCTION DOCUMENTS FOR THE PROJECT WITH A NOT TO EXCEED AMOUNT OF \$54 MILLION, INCLUDING CONTINGENCY AND SOFT COSTS

Brian MacDonald, Parks and Recreation Director, Karin Schnaider, Finance Director, and Jenny Haruyama, City Manager provided the staff report and powerpoint presentation.

Chris Long, Surland Companies introduced their consultant team below and provided a powerpoint presentation and an overview of the history of the Aquatic Center.

Barry Long, Urban Design Associates provided information regarding funding alternatives

Doug Whittaker, Water Technologies Incorporated (WTI) provided information regarding the community preferred plan elements.

David Sangree, Hotel & Leisure Advisors (H&LA) provided information regarding operational strategy and cost recovery.

Stuart Lumsden, Gleeds USA, provided information regarding construction costs.

Steve Herum spoke about the action before Council and provided a resolution drafted by Surland, to the City Clerk for Council consideration.

Robert Tanner spoke about the balances that are uncommitted, and supported committing \$54 million for the Aquatic Park.

Jacob Hunter did not support a destination plan and requested Council commit to \$80 million for the Aquatic Park.

Janice Couturier asked about the charge to use the Aquatic Park and the operational costs, and is the City in a position to manage subsidies.

Todd Lieberg spoke about the project being long overdue, potential cost of the pool going from \$54 million to \$130 million, and stated there has to be a pool.

Eleassia Davis expressed concerns about there being no pool in the \$54 million concept, the need to be fiscally responsible, and stated there needs to be a pool.

Sanjeet Chitnis supported the competition pool and suggested not needing to buy all the amenities.

Molly Lowe urged Council to take action on the swim center and vote for the \$80 million plan.

Christine Sedanyo expressed her concerns regarding fiscal irresponsibility, size, noise, lights and impact on neighbors. Ms. Sedanyo is in support of a swim pool.

Roger Birdsall spoke about the cost of the use of the Aquatic Park, unknown operational costs, current deficit, and whether government should be involved in private business. Mr. Birdsall supported a 50-meter pool in Tracy.

Marsha McCray provided a brief history of the Aquatic Park and advocated for the \$80 million community preferred plan.

Pete Mitracos supported a 50-meter pool, recreational pool and staff's recommendation of \$54 million Aquatic Park budget. Mr. Mitracos suggested Surland's involvement has delayed the project, and Council needs to be fiscally responsible.

Brandon Kanner endorsed the community preferred plan.

Wahid Abdul supported the project and suggested getting creative on how to make money, and put the project on the ground.

Ann Langley stated it has been a 30 year conversation and the community has provided their input and it is time for this project.

Sandy Taylor supported Marsha McCray's comments, and the community preferred plan.

Richard English stated the City should not spend more than \$54 million, but should include competition pool in the design.

Denise Helitzer urged Council to build a competition pool and provide amenities that serve the community in recreation.

Michael Quann supported a competition pool, the community preferred plan and added the City needs attractions to keep tax dollars in town.

Alice English supported building the Aquatic Park for \$54 million and suggested Surland has delayed pool with extensions. Ms. English added residents voted for Measure V for amenities, but not to spend \$80 million on 50-meter pool.

Mary Mitracos disagreed with comments made regarding the community's preferred plan. Ms. Mitracos stated unanimously everyone wants a pool, but she did not support spending \$80 million to get a pool.

Mayor Rickman extended the special meeting to 7:15 p.m.

Council Member Arriola's questions and comments followed.

Mr. Sangree, Mr. Lumsden, and Mr. Whittaker responded to Mr. Arriola's question.

MEETING RECESSED - Mayor Rickman announced that the special meeting will be recessed until after the regular meeting, and items 3F, 3G and 3H on the regular agenda will be moved to November 19, 2019.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to recess the meeting until after the regular meeting. Roll call vote found all in favor; passed and so ordered. Time: 7:12 p.m.

MEETING RECONVENED - Mayor Rickman reconvened the special meeting at 9:00 p.m.

City Council questions and discussion continued.

City staff responded to Council questions.

Les Serpa, and Chris Long, Surland Companies along with Surland's consultant team, responded to City Council questions.

Jenny Haruyama, City Manager summarized City Council's consensus:

- Maximum budget of \$65 million which includes the following: City's contribution of \$35 million, contingency amount of \$9 million, \$10 million from the developer, \$10 million from Measure V.
- Place things in a way that allows for potential expansion.
- Not master planning to the developer's proposed final conceptual plan.
- Order of Priority for desired Aquatic Center elements:
 1. 50-meter pool
 2. Recreation/warm-up pool
 3. Lazy River
 4. Water Slides
 5. Toddler Area
 6. Indoor Pool (optional)
 7. Fitness Center (optional)

Staff to work with developer over the next few weeks to figure out the final conceptual plan and return to Council before end of calendar year. Staff to bring back a presentation on what the final conceptual plan looks like on January 21, 2020

5. ADJOURNMENT – Time: 11:29 p.m.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on October 31, 2019. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL AND THE SUCCESSOR
AGENCY OF THE CITY OF TRACY COMMUNITY
DEVELOPMENT AGENCY MEETING

REGULAR MEETING MINUTES

November 5, 2019, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman announced that items 3.F, 3.G and 3.H on the regular agenda will be moved to the November 19, 2019 Council meeting, and the special Aquatics Center meeting will continue following the adjournment of the regular meeting.

Mayor Rickman called the joint meeting of the Tracy City Council and the Successor Agency of the Tracy Community Development Agency to order at 7:21 p.m.

Mayor Rickman led the Pledge of Allegiance.

Pastor Scott McFarland, Journey Christian Church offered the invocation.

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

Mayor Rickman recognized D.A.R.E. graduation students from Jefferson, Hawkins, Traina, Discovery, Hirsh, McKinley and Poet Christian Elementary Schools.

Alex Neicu, Interim Police Chief swore in Sergeant Mike Roehlk, Corporal Troy Silcox, Officer Anthony Taylor, and Officer Eric Rose.

Jenny Haruyama, City Manager presented the November Employee of the Month award to Lauren Gonzalez, Public Works Department.

Mayor Rickman presented a proclamation for Homeless Youth Awareness Month to Amy Powers, Youth Service Program Manager, Women's Center-Youth & Family Services.

Mayor Rickman presented a proclamation for Sikh American Awareness & Appreciation Month to Jass Sangha.

1. CONSENT CALENDAR – Following the removal of consent items 1.C, 1.F and 1.J by Council Member Ransom and 1.A by Mayor Rickman, motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.

- 1.B APPROVE A MEMBER AGENCY ADMISSION AGREEMENT WITH MARK 43 AND THE CITY OF WEST COVINA, FOR A FIVE-YEAR TERM, NOT TO EXCEED \$1,047,536, FOR THE UPGRADE PURCHASE, USAGE, AND ON-GOING MAINTENANCE OF THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH SYSTEM AND RECORDS MANAGEMENT SYSTEM, AND FIND IT IS IN THE BEST INTEREST OF THE CITY TO FORGO THE FORMAL BID PROCESS - Resolution 2019-204 approved the Member Agency Admission Agreement with Mark 43.

- 1.D ACCEPT THE CONSTRUCTION OF THE LOWELL AVENUE SIDEWALK CONSTRUCTION PROJECT, CIP 73160, STATE PROJECT NUMBER ATPSB1L-5192(044), COMPLETED BY TAYLOR BACKHOE SERVICE INCORPORATED OF MERCED, CALIFORNIA; AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER; AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT **Resolution 2019-205** accepted the Lowell Avenue Sidewalk Construction Project.
- 1.E APPROVE THE FEE DEFERRAL AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR TRACY HILLS WELCOME CENTER, AND AUTHORIZE THE CITY CLERK TO FILE THE FEE DEFERRAL AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-206** approved the Fee Deferral Agreement for Tracy Hills Welcome Center.
- 1.G WAIVE SECOND READING AND ADOPT ORDINANCE 1273, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 10.08.3560 OF THE TRACY MUNICIPAL CODE RELATING TO LANDSCAPING REQUIREMENTS FOR PARKING AREAS – **Ordinance 1273 was adopted**
- 1.H ACCEPT THE CONSTRUCTION OF THE MCDONALD PARK SPLASH PAD RECIRCULATION SYSTEM PROJECT, CIP 78162, COMPLETED BY CAZADORO CONSTRUCTION OF SAN FRANCISCO, CALIFORNIA; AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION; AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT; AUTHORIZE AN APPROPRIATION OF \$6,500 FROM THE GENERAL PROJECTS FUND (F301); AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT – **Resolution 2019-207** accepted the construction of the McDonald Park Splash Pad Recirculation System Project.
- 1.I ACCEPT THE CONSTRUCTION OF ROOF IMPROVEMENTS TO THE POLICE ANNEX AND FIRE ADMINISTRATION BUILDINGS, CIPs 71102 & 71105, COMPLETED BY BARTH ROOFING COMPANY 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 2019-208** accepted the construction of roof improvements to the Police Annex and Fire Administration buildings.
- 1.K ACCEPT THE CONSTRUCTION OF 2016-2017 OVERLAY PROJECT, CIP 73142-B, FEDERAL PROJECT NUMBER STPL-5192(043), COMPLETED BY KNIFE RIVER CONSTRUCTION OF STOCKTON, 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 2019-209** accepted the construction of 2016-2017 Overlay Project.
- 1.L APPROVE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$1,881,610 TO MOUNTAIN CASCADE, INC., TO EXTEND THE RECYCLED WATER PIPELINE BY APPROXIMATELY 4,120 LF ON LAMMERS ROAD AS PART OF THE

TRACY RECYCLED WATER TRANSMISSION MAINS, PHASE 2, CIP 74091, STATE PROJECT AGREEMENT NUMBER 4600011424 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER – Resolution 2019-210
approved Change Order No. 3 with Mountain Cascade, Inc.

1.A APPROVAL OF OCTOBER 15, 2019, CLOSED SESSION, SPECIAL MEETING AND REGULAR MEETING MINUTES

The item was pulled to clarify Mayor Rickman's question regarding the amendment made to the October 1, 2019 Council meeting minutes related to the Katerra item and the development review process. Leticia Ramirez, City Attorney, responded that she will review the recording of the meeting.

No one from the public wished to speak.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to table the item until the next meeting. Roll call found Council all in favor; passed and so ordered.

1.C RECEIVE A LISTING OF ALL CITY OWNED PROPERTIES – Report Accepted

Council Member Ransom pulled the item to ask for information regarding vacant lots and farm leases, to include the following: length remaining on leases, property value, potential opportunities, current revenue and any additional details.

Staff to provide a memorandum to City Council with the requested information.

No one from the public wished to speak.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to approve the list of City owned properties. Roll call found Council all in favor; passed and so ordered.

1.F APPROVE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF TRACY (CITY), ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY (AGENCY), AND MANTECA HOSPITALITY, INC., AND AUTHORIZE THE MAYOR ON BEHALF OF THE CITY AND THE CHAIRMAN ON BEHALF OF THE SUCCESSOR AGENCY TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS

Council Member Ransom pulled the item to ask where the funds go after they go to the County Auditor, and does the City get any of the money back.

Karin Schnaider, Finance Director responded to Council Member Ransom's questions.

No one from the public wanted to speak.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to adopt **Resolution 2019-211** approving Northeast Industrial Area future

phases water and wastewater development impact fees. Roll call found Council all in favor; passed and so ordered

1.J REJECT ALL BIDS RECEIVED FOR CONSTRUCTION OF THE CHERRY BLOSSOM COURT LANDSCAPING PROJECT, CIP 73172, AND AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT

Council Member Ransom pulled the item for discussion.

Robert Armijo, City Engineer provided the staff report.

Leticia Ramirez, City Attorney confirmed there was no conflict of interest for Council Member Ransom to participate in the discussion of this item.

City Council questions and comments followed.

Staff to expedite the bid to see what the market shows, and if not favorable then reassess, but if favorable then move forward. Also include separate scope to do in tiers.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2019-212** rejecting all bids for construction of the Cherry Blossom Court landscaping project, CIP 73172, and authorizing City staff to re-scope and re-bid project. Roll call found Council all in favor; passed and so ordered

2. ITEMS FROM THE AUDIENCE – Steven Alvarez voiced his concerns about e-cigarettes and provided statistics regarding consequences with vaping. Mr. Alvarez suggested that the City should ban the sale of e-cigarettes.

Council Member Ransom confirmed an item will be on a future Council agenda to look at banning vaping.

Robert Tanner agreed that all vaping cigarettes should be banned. Mr. Tanner requested that City Council ban cannabis in the downtown area. Mr. Tanner spoke about the cannabis industry funding money toward elections.

Tiffany Heben spoke on behalf of Tracy Friends of the Library about various programs and ways for the community to support the Library. Ms. Heben announced the Board meeting on November 19, 2019 at 6:45 p.m. at the Library. Information is available on tracyfriends.org and their Facebook page.

3. REGULAR AGENDA

DEVIATION TO ITEM 3.E

3.E PUBLIC HEARING TO ADOPT THE AMENDED SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEE FOR 2020

Kimberly Matlock, Associate Planner provided the staff report.

Mayor Rickman opened the public hearing.

No one from the audience wished to speak.

Mayor Rickman closed the public hearing.

There were no comments from City Council.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to adopt **Resolution 2019-213** approving amended development fees for the San Joaquin County Multi-Species Conservation and Open Space Plan. Roll call found all in favor; passed and so ordered.

3.A PUBLIC HEARING TO CONSIDER ADOPTION OF THE WATER AND WASTEWATER DEVELOPMENT IMPACT FEES FOR NEW DEVELOPMENT IN THE FUTURE PHASES OF THE NORTHEAST INDUSTRIAL AREA

Robert Armijo, City Engineer provided the staff report.

Mayor Rickman opened the public hearing.

No one from the audience wished to speak.

Mayor Rickman closed the public hearing.

There were no comments from City Council.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to adopt **Resolution 2019-214** approving Northeast Industrial Area future phases water and wastewater development impact fees. Roll call found Council all in favor; passed and so ordered

3.B INTRODUCE AN ORDINANCE ADOPTING, BY REFERENCE, THE 2019 CALIFORNIA BUILDING AND RELATED CODES, SPECIFYING WHICH APPENDICES APPLY TO THE CITY OF TRACY, RE-ADOPTING CERTAIN EXISTING SECTIONS OF TITLE 9 OF THE TRACY MUNICIPAL CODE, ADOPTING LOCAL STANDARDS RELATED TO EMERGENCY HOUSING, STRAW-CLAY CONSTRUCTION, CORROSIVE SOILS, EXTERIOR PALLET STORAGE, RADIO AMPLIFICATION SYSTEMS, OTHER EMERGENCY RESPONDER REQUIREMENTS AND FLOOD PLAIN REGULATIONS AND SET A PUBLIC HEARING DATE AND TIME FOR ADOPTION OF THE ORDINANCE

Chris Landreth, Supervising Building Inspector provided the staff report.

No one from the audience wished to speak.

There were no comments from City Council.

Mayor requested the City Clerk to read the title of the proposed ordinance.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to waive the reading of the full text and introduce **Ordinance 1274**, an ordinance of the City of Tracy adopting the 2019 California Building Code, 2019 California Electrical Code, 2019 California Plumbing Code, 2019 California Residential Code, 2019 California Mechanical Code, 2019 California Green Building Standards Code, 2019 California Historical Building Code, 2019 California Existing Building Code, and 2019 California Energy Code, 2019 California Fire Code, Adopting Appendices C, F, H, I, K and O of the 2019 California Building Code, Appendices A, B, C, D, E, G, H, I, J and K of the 2019 California Plumbing Code, Appendices D and F of the 2019 California Mechanical Code, Appendices H, I, O, R, S, W and X of the 2019 California Residential Code, all Appendices of the 2019 California Historical Building Code, Appendices B, BB, C, CC, D, F, H, L and N of the 2019 California Fire Code, Adopting Standards Related to Emergency Housing, Straw-Clay Construction, Corrosive Soils, Exterior Pallet Storage, Radio Amplification Systems, Other Emergency Response Standards, Floodplain Regulations and Repealing Sections to Reorganize existing ordinance language, correct code references, and clarify language. Roll call found Council all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2019-215** setting forth findings to support local amendments to the 2019 California Code of Regulations, Title 24 Parts 1-12, by the Building Safety Division of the Development Services Department and the Community Risk Reduction Division of the South San Joaquin County Fire Authority. Roll call found all in favor; passed and so ordered.

3.C PUBLIC HEARING TO APPROVE AN AMENDMENT TO THE CITYWIDE STORM DRAINAGE MASTER PLAN AND ADOPT STORM DRAINAGE IMPACT FEE STUDY AND NEW AND UPDATED FEES FOR THE LAMMERS AND MOUNTAIN WATERSHED AREAS OF THE CITY

Robert Armijo, City Engineer provided the staff report.

Mayor Rickman opened the public hearing.

No one from the public wished to speak.

Mayor Rickman closed the public hearing.

There were no comments from City Council.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2019-216** approving Supplement No. 3 of the Citywide Storm Drainage Master Plan. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2019-217** approving the updated Storm Drainage Impact Fee Study for the Lammers and Mountain House Watershed Areas and

approving the establishment of new and updated storm drainage development impact fees for these areas. Roll call found all in favor; passed and so ordered.

3.D PUBLIC HEARING TO CONSIDER AMENDING CHAPTER 5.24 WASTE DISPOSAL AND ADDING A NEW CHAPTER 5.26 DISCHARGE OF FATS, OILS AND GREASE, TO THE TRACY MUNICIPAL CODE TO BE CONSISTENT WITH STATE AND FEDERAL LAWS REGARDING THE DISPOSAL OF WASTEWATER

Kul Sharma, Utilities Director provided the staff report.

Mayor Rickman opened the public hearing.

No one from the public wished to speak.

Mayor Rickman closed the public hearing.

There were no comments from City Council.

Mayor Rickman requested the City Clerk read the title of the proposed ordinance.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to introduce **Ordinance 1275**, an ordinance of the City of Tracy amending provisions of Chapter 5.24 (Waste Disposal) of Title 5 (Sanitation and Health) of the Tracy Municipal Code. Roll call found all in favor; passed and so ordered.

Mayor Rickman requested the City Clerk read the title of the proposed ordinance.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to introduce **Ordinance 1276**, an ordinance of the City of Tracy adding a new Chapter 5.26 (Discharge of fats, oils, and grease) of Title 5 (Sanitation and Health) of the Tracy Municipal Code. Roll call found all in favor; passed and so ordered.

3.F INTRODUCE ORDINANCES AMENDING CHAPTER 6.36 OF THE TRACY MUNICIPAL CODE (TMC) REGARDING COMMERCIAL CANNABIS ACTIVITY AND AMENDING SECTION 10.08.3196 OF THE TMC REGARDING ESTABLISHING ZONING AND LOCATION REQUIREMENTS FOR COMMERCIAL CANNABIS ACTIVITY IN TRACY – Item moved to November 19, 2019

3.G ADOPT COUNCIL MEETING PROTOCOLS AND RULES OF PROCEDURE – Item moved to November 19, 2019

3.H DISCUSS COUNCIL VACANCY POLICY AND PROVIDE DIRECTION TO STAFF – Item moved to November 19, 2019

4. ITEMS FROM THE AUDIENCE – None
5. STAFF ITEMS – None
6. COUNCIL ITEMS - None
7. ADJOURNMENT – City Council adjourned the regular meeting at 8:49 p.m., and reconvened the Special Meeting.

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

The above agenda was posted at the Tracy City Hall on October 31, 2019. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 4.B

REQUEST

APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF TRACY AND HOSPICE OF SAN JOAQUIN

EXECUTIVE SUMMARY

Hospice of San Joaquin (Hospice) has provided a “Tree of Lights” program in the community of Tracy since 2004, having been hosted at the West Valley Mall and at the City of Tracy’s Civic Center Plaza. Because Tracy City Center Association (TCCA) has agreed to allow Hospice to use their holiday tree in the City’s Front Street Plaza for the annual Tree of Lights Tree Lighting Ceremony, City staff recommends that the City permit use of Front Street Plaza for the annual Hospice Tracy Tree of Lights Tree Lighting Ceremony and Program through a Memorandum of Understanding (MOU).

DISCUSSION

Hospice of San Joaquin was formed as a nonprofit corporation in 1980. The mission of Hospice of San Joaquin is to provide comprehensive and compassionate medical care, counseling, and support to terminally ill patients and their families, regardless of ability to pay, and to educate and collaborate with health care providers and the public in promoting end of life care. Hospice of San Joaquin has provided its services to five Tracy residents and their families so far this year.

Hospice has provided a “Tree of Lights” program since 1988 as an opportunity for the community to memorialize a loved one no longer with us, or to honor a special person by dedicating a light on their local tree. There are currently eight communities in San Joaquin County partnering with the Hospice for this annual event, including Tracy, Stockton, Manteca, Lodi, Ripon, Rio Vista, Lockeford, and most recently, Escalon in 2015. Tracy has been a location for the event since 2004, most recently hosted at the City’s Civic Center Plaza via an MOU between Hospice and the City from 2016 through 2018.

While at Civic Center Plaza in 2016 and 2017, Hospice utilized PG&E volunteer staff and equipment to set up and take down the lights on a live tree in the Plaza area. In 2018, PG&E volunteer staff withdrew from the Tracy program, and the City provided Hospice use of the holiday tree inside the City Hall Lobby for its Tree Lighting Ceremony, while continuing placement of the program Memory Boards and banner in the Plaza. Hospice did not request to renew the MOU prior to its expiration on December 31, 2018.

Hospice approached the City in 2019 regarding use of Front Street Plaza for the Tracy Tree of Lights Program after securing approval from Tracy City Center Association (TCCA) to use the TCCA holiday tree for the Hospice Tree Lighting Ceremony. By agreement, the Hospice Tree Lighting Ceremony will take place on a date after the TCCA annual Downtown Holiday Parade and Tree Lighting event.

The City recognizes Hospice of San Joaquin as a provider of valuable end-of-life services to Tracy residents and their families. The City also recognizes the value of providing an ongoing location for the Hospice of San Joaquin's "Tree of Lights" program.

The MOU outlines a variety of uses at no charge for Hospice of San Joaquin's annual Tree of Lights program and accompanying Tree Lighting ceremony. Location and electrical access shall be provided by the City. In exchange, Hospice of San Joaquin will: provide upkeep of the program's Memory Boards and program banner; acknowledge the City of Tracy as a community partner in Tree of Lights program marketing collateral; and continue to provide the annual Tree of Lights program tradition, as well as its range of end-of-life services, to the residents of Tracy and the community.

STRATEGIC PLAN

This agenda item supports the City Council Quality of Life Strategic Priority and specifically implements the following goal and objective:

Goal 1: Address City amenities and facility usage with an emphasis on community demand, accessibility, and cost recovery

Objective 1: Update community MOU policies and procedures.

FISCAL IMPACT

There is no additional impact to the general fund. Costs related to this MOU will be absorbed in each respective Department operating budget.

RECOMMENDATION

That City Council, by resolution, approve the Memorandum of Understanding with Hospice of San Joaquin.

Prepared by: Christine Mabry, Management Analyst I

Reviewed by: Thien Nguyen, Recreation Services Supervisor
Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A - Memorandum of Understanding between the City of Tracy and Hospice of San Joaquin

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TRACY AND HOSPICE OF SAN JOAQUIN**

- I. **PARTIES:** This Memorandum of Understanding (**MOU**) is made by and between the City of Tracy (**City**), a municipal corporation, and Hospice of San Joaquin ("**Hospice**"), a nonprofit public benefit California Corporation.
- II. **RECITALS:** Hospice was formed in 1980. The mission of Hospice is to provide comprehensive and compassionate medical care, counseling, and support to terminally ill patients and their families, regardless of ability to pay, and to educate and collaborate with health care providers and the public in promoting end of life care.

City recognizes Hospice as a provider of valuable end-of-life services to Tracy residents and their families. City also recognizes the value of providing an ongoing location for the Hospice of San Joaquin's "Tree of Lights" program in Tracy (**Program**), which has been hosted in the Tracy community since 2004.

- III. **RESPONSIBILITIES:** It is agreed by and between the parties hereto that each party have the following designated responsibilities.

A. City shall:

1. Upon Hospice's submission of a facility use application and event layout map, provide use of and waive all fees for Hospice's reservation of Front Street Plaza (e.g., permit and special event application fees, security deposit, facility use fees) for the annual Tree Lighting Ceremony, generally held the week following the 1st Saturday of December.
2. Permit placement of up to two of Hospice's Program Memory Boards, with lighting, and one Program banner, with lighting, at approved locations in Front Street Plaza from a date after the 1st Saturday of December through January 7 of the following calendar year, and provide electrical access for Program Memory Boards and banner at no charge.
3. Provide access for Hospice staff and program volunteers to update the Memory Boards as needed during the course of the program.

B. Hospice shall:

1. Provide an annual "Tree of Lights" program and Tree Lighting Ceremony from Tracy residents, located at the City of Tracy's Front Street Plaza. Hospice shall provide all chairs, tables, and other equipment needed for the Ceremony.
2. Be responsible for coordinating use of the holiday tree located in City's Front Street Plaza with the tree owner, Tracy City Center Association (TCCA), for the duration of the annual Program.

3. Submit facility use and special event application and event layout map for the annual Tree of Lights Tree Lighting Ceremony a minimum of 60 days and no earlier than 12 months in advance of the event date. Additional reservation requirements must be submitted a minimum of 30 days in advance of the event date and include, but are not limited to: proof of active non-profit status, current City of Tracy business license.
4. Be responsible for maintenance and security of Program Memory Boards and banner during the course of the Program.
5. List the City as an event co-sponsor in all Tracy Tree of Lights Program marketing collateral.
6. Maintain, at all times during the term of this Amendment, the following insurance:

Commercial General Liability Insurance (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage. The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an "additional insured."

7. Indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of this MOU by Hospice or Hospice's agents, representatives, contractors, subcontractors, or employees, except to the extent caused by the sole, active negligence or willful misconduct of the City.
 8. This agreement shall be subject to any and all policies, regulations, and ordinances of the City.
- IV. **TERMINATION:** Either party may terminate this MOU by providing prior written notice to the other party of intention to terminate not less than 90 days prior to actual termination.
 - V. **TERM:** This term of this MOU shall be from November 19, 2019, through December 31, 2021. City, at the sole discretion of the City Manager or his or her designee, upon consultation with the Parks & Recreation Director, and with written agreement from Hospice, may extend this agreement in two-year increments.
 - VI. **MODIFICATIONS.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
 - VII. **SEVERABILITY.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.

- VIII. **DESIGNATED REPRESENTATIVES:** For the purposes of administering the Agreement, the Hospice CEO and the City's Director of Parks & Recreation shall act as representatives for their respective parties.
- IX. **AMENDMENTS:** This MOU may only be amended in writing, and the amendment must be approved by City and Hospice.
- X. **NOTICES:**

CITY

HOSPICE OF SAN JOAQUIN

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

Rebecca Burnett, CEO
Hospice of San Joaquin
3888 Pacific Avenue
Stockton, CA 95204

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

- XI. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the CITY and Hospice. Any amendment to this MOU, including oral modification, must be reduced to a writing and signed by both the City and Hospice.
- XII. **SIGNATURES:** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of Hospice and the CITY. This MOU shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

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

City of Tracy

Hospice of San Joaquin, a non-profit public benefit California corporation

By: _____

Robert Rickman

Title: Mayor

Date: _____

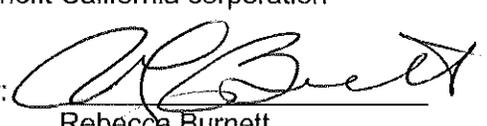
Attest:

By: _____

Adrienne Richardson

Title: City Clerk

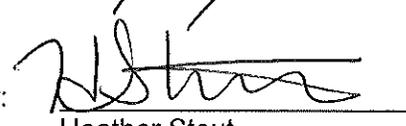
Date: _____

By:  _____

Rebecca Burnett

Title: Chief Executive Officer

Date: 10/24/19

By:  _____

Heather Stout

Title: Chief Financial Officer

Date: 10/24/19

City Business License #

Approved as to form:

By: _____

Leticia Ramirez

Title: City Attorney

Date: _____

RESOLUTION 2019-_____

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND HOSPICE OF SAN JOAQUIN

WHEREAS, The City recognizes Hospice of San Joaquin as a provider of valuable end-of-life services to Tracy residents and their families, and

WHEREAS, The City also recognizes the value of providing an ongoing location for Hospice of San Joaquin's "Tree of Lights" program, which has been hosted in the Tracy community since 2004, and

WHEREAS, Hospice of San Joaquin Tree of Lights program is hosted by other communities throughout San Joaquin County, and

WHEREAS, Staff recommended a Memorandum of Understanding (MOU) with Hospice of San Joaquin to provide a location and electrical access to continue the Tree of Lights community tradition for Tracy residents and their families,

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the MOU between the City of Tracy and Hospice of San Joaquin.

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 19th day of November 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

CITY CLERK

AGENDA ITEM 4.C

REQUEST

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH IBI GROUP, A CALIFORNIA PARTNERSHIP, TO INCREASE THE NOT TO EXCEED AMOUNT TO \$140,000 TO COMPLETE AN UPDATED SHORT RANGE TRANSIT PLAN

EXECUTIVE SUMMARY

The City of Tracy entered into a Professional Services Agreement (PSA) with IBI Group, a California Partnership, to complete an updated Short Range Transit Plan (SRTP). At the May 21, 2019 City Council meeting, staff was directed to refine the plan and address some concerns brought up by members of the public and Council. The additional work required resulted in charges beyond the original cost listed in the agreement. An amendment to the agreement is required in order to pay for the additional completed work.

DISCUSSION

The City of Tracy entered into a PSA with IBI Group to create an updated SRTP for the Tracer Bus System. The plan was presented to the City Council at the May 21, 2019 City Council meeting. After the presentation of the plan, and discussion by members of the public and Council, staff was asked to make additional changes to the plan that would address items such as pilot programs for new service, mobile app implementation, and coordination with the Tracy Unified School District.

The cost of the additional work needed to make the revisions collectively exceeded the initial cost of the agreement. IBI Group has requested an amendment to the contract to increase the contract price by \$10,000 to cover the cost of the additional work. The amendment will bring the total Not to Exceed amount of the PSA to \$140,000. The increase costs will be funded through an operating assistance grant from the state's Transportation Development Act.

The final SRTP was adopted by City Council on August 20, 2019.

STRATEGIC PLAN

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

FISCAL IMPACT

This project was previously approved by the City Council as CIP 77551. The costs are covered completely by Transportation Development Act funding.

RECOMMENDATION

Staff recommends that City Council approve Amendment No. 1 to the Professional Services Agreement with IBI Group, a California Partnership, to increase the Not to Exceed amount to \$140,000.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Exhibit "A" – Amendment 1 to the Professional Services Agreement with IBI Group

**CITY OF TRACY
AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT
WITH IBI GROUP**

This Amendment No.1 (hereafter "Amendment") to the Professional Services Agreement between the City of Tracy, a municipal corporation ("City") and IBI Group, a California Partnership ("Contractor"). City and Contractor are referred to individual as "Party" and collectively as "Parties."

RECITALS

- A. On March 20, 2018, City entered into a Professional Services Agreement ("Agreement") with Contractor to update the City's Short Range Transit Plan (SRTP).
- B. The final draft of the SRTP was presented to the City Council on May 21, 2019, and the City Council asked for additional work to be done.
- C. The original "Not to Exceed" amount of the Agreement was \$130,000, and the extra work requested will cost an additional \$10,000 above the original not to exceed amount.
- D. City wishes to amend the "Not to Exceed" amount of Agreement to \$140,000, to cover the costs of the additional work requested.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **RECITALS TRUE AND CORRECT.** City and Contractor hereby agree that the recitals set forth above are true and correct.
- 2. **INCORPORATION OF AGREEMENT.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically deleted or modified hereby. Such deletions or modifications shall not be deemed to extinguish any monetary obligation that Contractor assumed thereunder.
- 3. **TERMS OF AMENDMENT.**
 - A. Subsection 3.1 of Section 3, "Compensation," is hereby deleted and replaced with the following:

"3.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the

billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed \$140,000. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval."

- B. Exhibit "A-1" "Scope of Services, Updated October 4, 2019" attached hereto shall supplement Exhibit "A" of the Agreement. Consultant is responsible for completing all tasks identified in Exhibits "A" and "A-1."
4. **MODIFICATIONS.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
5. **SEVERABILITY.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
6. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this amendment on behalf of the respective legal entities of the Contractor and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

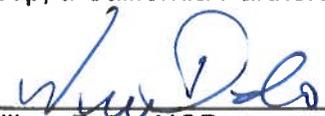
IN WITNESS WHEREOF the parties do hereby agree to this full performance of the terms set forth herein.

City of Tracy

By: Robert Rickman
Title: Mayor
Date: _____

Approved by City Council on
_____ by Resolution No.

Consultant
IBI Group, a California Partnership

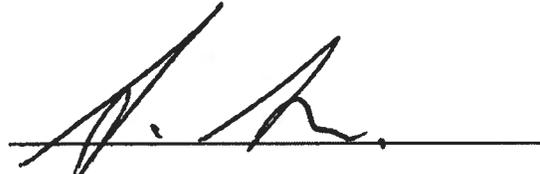

By: William DeLo, AICP
Title: Managing Principal
Date: 10/30/19

Federal Employer Tax ID
No. 95-3268721

_____.

Attest:

Adrienne Richardson, City Clerk

A handwritten signature in black ink, appearing to read 'S. Schibuola', is written over a horizontal line.

By: Steve Schibuola

Title: Director

Date: _____

10/23/19

Approved as to form:

Leticia Ramirez, City Attorney

Exhibit "A-1"
Supplemental Scope of Service

Additional Work to Be Performed:

- Preparation of multiple iterations of service/restructuring plans including additional analysis (operational & financial);
- Graphics support in the preparation of accompanying maps required for each iteration (revision) of the respective service plans; and
- Additional meetings with both the Transportation Advisory Commission and City Council.
- Preparation of presentation material and amendments to service plan reflecting comments for each additional meeting.

Total Hours of Work Performed: 60+ hours at rates listed in Exhibit "B"

Cost of Additional Work Performed: \$8,781.11

Additional Travel Expenses:

\$651.70 – Travel expenses for additional Transportation Advisory Commission Meeting on 7/11/19

\$567.19 – Travel expenses for additional Transportation Advisory Commission Meeting on 8/20/19

\$1,218.89 – TOTAL Additional Travel Expenses

\$8,781.11 – TOTAL Additional Work to Be Performed

\$10,000 – TOTAL Not to Exceed Amount for Additional Work

RESOLUTION 2019-_____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH IBI GROUP, A CALIFORNIA PARTNERSHIP, INCREASING THE NOT TO EXCEED AMOUNT TO \$140,000

WHEREAS, The City of Tracy has entered into a Professional Services Agreement with IBI Group, a California Partnership, to prepare an updated Short Range Transit Plan, and

WHEREAS, Additional revisions to the Short Range Transit Plan were requested by City Council that exceeded the original cost outlined in the agreement, and

WHEREAS, IBI Group requested an amendment to the agreement increasing the Not to Exceed amount by \$10,000 to cover the cost of the additional work;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy approves Amendment No. 1 to the Professional Services Agreement with IBI Group, a California Partnership, increasing the Not to Exceed amount to \$140,000.

* * * * *

The foregoing Resolution 2019-_____ was adopted by the Tracy City Council on the 19th day of November, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 4.D

REQUEST

ACCEPT IMPROVEMENTS FOR THE ELLIS VILLAGE GREEN NEIGHBORHOOD PARK WITHIN THE ELLIS PHASE 1A, TRACT 3764 SUBDIVISION AND DEDICATED PARK SITE, CONSTRUCTED BY STANDARD PACIFIC CORPORATION, ASSUME RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZE THE CITY ENGINEER TO RELEASE ALL BONDS IN ACCORDANCE WITH THE TERMS OF THE PARK IMPROVEMENT AND REFUND AGREEMENT AND THE DEFERRED IMPROVEMENT AGREEMENT

EXECUTIVE SUMMARY

Standard Pacific Corporation, a Delaware corporation (Subdivider), has completed improvements for the Ellis Village Green Neighborhood Park, a 2.85-acre site within the Ellis Phase 1A subdivision in accordance with the Park Improvement and Refund Agreement, project plans and specifications. Staff recommends City Council accept the improvements as complete and the dedication of the park site, assume responsibility for future maintenance, and enable the City to release the Subdivider's performance and payment bonds as well as the Deferred Improvement Agreement bond related to the neighborhood park.

DISCUSSION

On September 1, 2015 by Resolution No. 2015-143, City Council approved a Subdivision Improvement Agreement (SIA) and Deferred Improvement Agreement (DIA) for Ellis Phase 1A, Tract 3764, including 167 residential single family dwelling lots, one commercial lot, and the neighborhood park site (Parcel A), as shown on Attachment A. As a requirement of the DIA, Subdivider submitted a \$1,539,000 bond to guarantee dedication and construction of the neighborhood park.

On November 15, 2016 by Resolution No. 2016-242, City Council subsequently approved a Park Improvement and Refund Agreement for Ellis Village Green Neighborhood Park (PI&RA), as required by the above-mentioned SIA and DIA. The PI&RA required a separate bond for the park in the amount of \$1,094,561. Receipt of this bond allows the City to release the \$1,539,000 bond collected in 2015 with the DIA.

Plans and specifications for the Ellis Village Green Neighborhood Park, prepared by David Gates & Associates of San Ramon, California and containing 26 sheets were approved by the City and referenced in the PI&RA.

The Subdivider has completed all the work required to be done in accordance with the PI&RA, and has requested acceptance of the Park improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the PI&RA and City specifications and plans. The estimated cost of the infrastructure improvements are as follows:

Park Improvements	\$ 1,094,561
Land Dedication	\$ 497,479
Total	\$ 1,592,040

The project carries a one-year warranty bond for all public improvements.

A total of 2.85 acres at the Park site (Parcel A of Tract No. 3764, recorded in Book 42 Maps and Plats page 43), was offered and accepted for dedication in fee to the City with the Final Map - Ellis Phase 1A, Tract 3764.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

FISCAL IMPACT

The Developer, in accordance with the Park Improvement and Refund Agreement for Ellis Village Green Neighborhood Park, completed all improvements. The infrastructure improvement and right-of-way costs of \$1,592,040 will be included as assets in the City of Tracy General Fund (910). The ongoing maintenance of the park improvements will be budgeted by Public Works. There are sufficient funds to meet these expenses. All improvements were completed by the Developer in accordance with the Park Improvement and Refund Agreement.

RECOMMENDATION

That City Council, by resolution, accept the Ellis Village Green Neighborhood Park improvements within the Ellis Phase 1A, Tract 3764 Subdivision, constructed by Standard Pacific Corporation, as complete in accordance with the PI&RA, including the project plans and specifications, assumes responsibility for their future maintenance and repair, authorizes the City Engineer to release all bonds in accordance with the terms of the PI&RA, and authorizes the City Engineer to release park related bonds in accordance with the terms of the DIA.

It is further recommended that the City Clerk accept the offer of dedication of the park site and notify the County Recorder of acceptance of Parcel A, Tract 3764.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

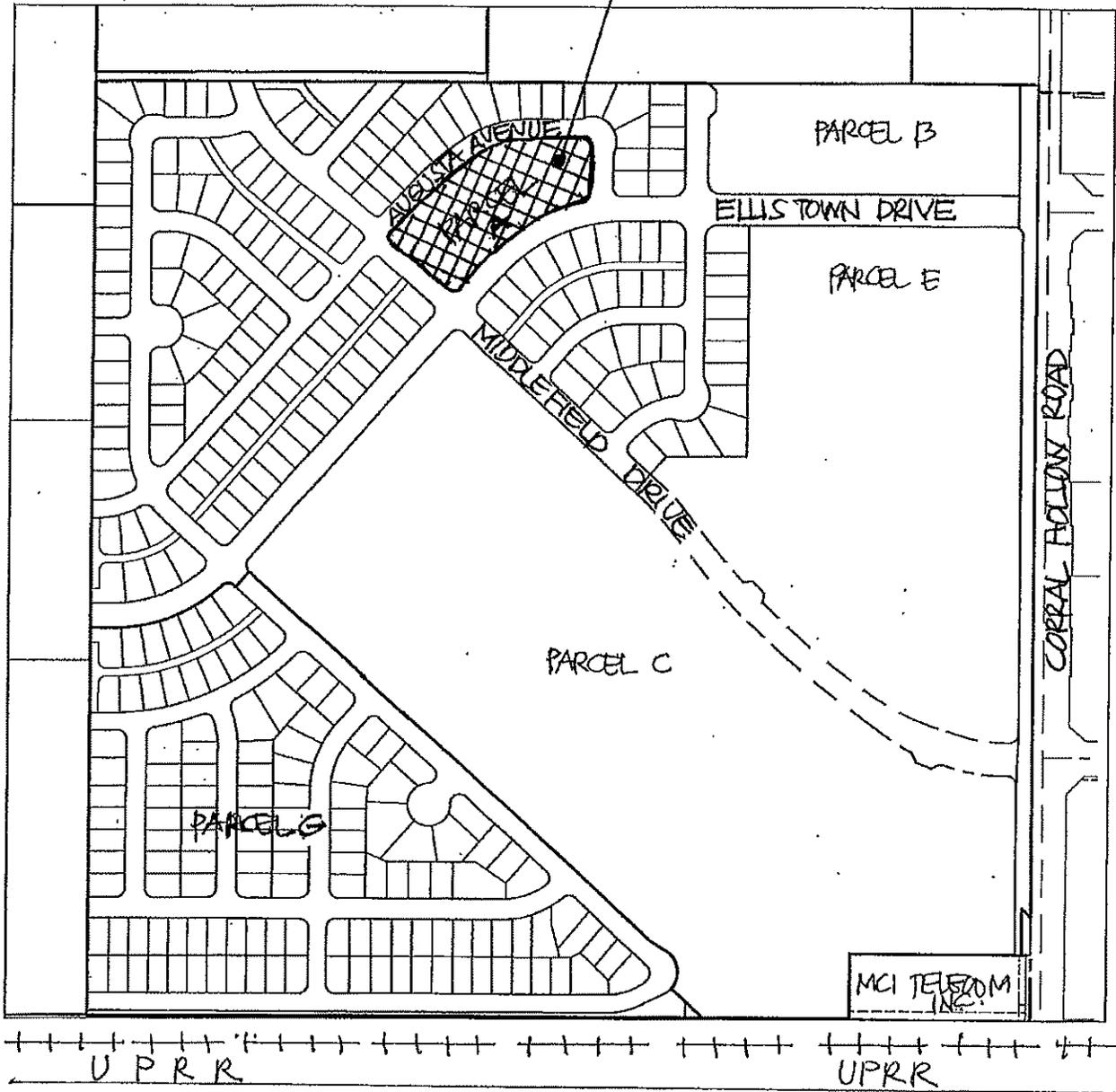
Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Vicinity Map

ELLIS VILLAGE GREEN NEIGHBORHOOD PARK

PARCEL A,
PARK SITE,
2.85 ACRES



Location Map



NORTH

RESOLUTION 2019-_____

ACCEPTING IMPROVEMENTS FOR THE ELLIS VILLAGE GREEN NEIGHBORHOOD PARK WITHIN THE ELLIS PHASE 1A, TRACT 3764 SUBDIVISION CONSTRUCTED BY STANDARD PACIFIC CORPORATION AND DEDICATED PARK SITE, ASSUMING RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZING THE CITY ENGINEER TO RELEASE ALL BONDS IN ACCORDANCE WITH THE TERMS OF THE PARK IMPROVEMENT AND REFUND AGREEMENT

WHEREAS, On September 1, 2015, by Resolution No. 2015-143, City Council approved a Subdivision Improvement Agreement (SIA) and Deferred Improvement Agreement (DIA) with Standard Pacific Corporation, a Delaware corporation (Subdivider), for Ellis Phase 1A, Tract 3764, including 167 residential single family dwelling lots, one commercial lot, and a neighborhood park site, and

WHEREAS, City Council approved a Park Improvement and Refund Agreement for Ellis Village Green Neighborhood Park (PI&RA) with Subdivider as required by the above mentioned SIA and DIA, on November 15, 2016 by Resolution No. 2016-242, and

WHEREAS, The City will release a bond in the amount of \$1,539,000 which was collected in 2015 with the DIA, and

WHEREAS, The City Engineer has inspected the completed the improvements in conformance with approved plans and specifications and recommends acceptance, and

WHEREAS, The estimated cost of the infrastructure improvements are as follows:

Park Improvements	\$ 1,094,561
Land Dedication	\$ 497,479
Total	\$ 1,592,040

WHEREAS, A total of 2.85 acres at the Park site (Parcel A of Tract No. 3764, recorded in Book 42 Maps and Plats page 43), was offered and accepted for dedication in fee to the City, and

WHEREAS, The Developer, in accordance with the PI&RA for Ellis Village Green Neighborhood Park, completed all improvements. The infrastructure improvement and right-of-way costs of \$1,592,040 will be included as assets in the City of Tracy General Fund (910). The ongoing maintenance of the park improvements will be budgeted in the Public Works Department's annual budget;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the Ellis Village Green Neighborhood Park improvements within the Ellis Phase 1A, Tract 3764 Subdivision, constructed by Standard Pacific Corporation as complete, and dedicated park site, and assumes responsibility for their future maintenance and repair in accordance with the terms of the PI&RA;

BE IT FURTHER RESOLVED, That the City Engineer is authorized to release all bonds in accordance with the terms of the agreements.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of November 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 4.E

REQUEST

FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO A COMPETITIVE PROPOSAL PROCESS AND APPROVE AN AGREEMENT WITH BARYALAI FEROSZ AND LAMIA FEROSZ TO SELL APPROXIMATELY 11,192 SQUARE FEET OF SURPLUS CITY REAL PROPERTY (A PORTION OF APN 212-040-67) LOCATED ADJACENT TO THE FEROSZ REAL PROPERTY (APN 212-270-21) AND SOUTH OF THE BOUNDARY FENCE OF DETENTION BASIN 10

EXECUTIVE SUMMARY

The request is to sell approximately 11,192 square feet of unused, City-owned real property to Baryalai Feroz and Lamia Feroz, owners of adjacent real property. Staff recommends approval of the sale.

DISCUSSION

Baryalai Feroz and Lamia Feroz, the owners of real property on Auto Plaza Drive are currently developing the site for future business use. The project site is adjacent to a City-owned and maintained storm-drainage detention pond (DB-10). The City acquired and developed DB-10 approximately 22 years ago. Adjacent to the Feroz property site and south of DB-10 is a strip of property (Attachment A), formerly used as a drainage ditch by the surrounding farmland. It was part of the parcel purchased by the City for the development of DB-10. Use of the ditch by area farms was discontinued many years ago.

This property has no useful value to the City and was declared as surplus real property by City Council on September 19, 2017. The size and shape of the property render it a significant challenge to develop by itself. Furthermore, the 11,192 square foot property does not have direct access to public streets, sewer, water, or other utilities. Effectively, the property only has value or development potential to the adjacent property owner.

The City has no plans or intention to use this strip of property. All of the City's DB-10 improvements, including perimeter fence and raised service drive, are outside of the strip of property. In its current, undeveloped condition, the strip of property is a maintenance liability and nuisance for the City.

By selling this property, it can be incorporated into the future development of the adjacent parcel. This will further promote economic development goals of the City and result in efficient use of the property, to benefit (1) the future business tenants, (2) consumers of Tracy who obtain service from businesses located at this site, and (3) the City as a whole from the potential increased property tax or other benefits.

City staff received approval from City Council on September 19, 2017, to negotiate with adjacent property owners for the sale of this strip of property. Staff interacted with area appraisers to propose a price of \$0.85 per square foot for the strip of land. Staff contacted all three adjacent property owners and only Baryalai and Lamia Feroz were

interested in acquiring the property at the \$0.85 per square foot price. The sale price of the property is \$9,513.20.

On April 24, 2019, the Planning Commission determined that the sale of this property is in conformance with the City's General Plan.

Tracy Municipal Code section 2.20.300 requires the disposition of real property by competitive proposals unless the City Council, by resolution, determines other procedures are in the best interests of the City. Staff requests that the City Council determine that it is in the best interest of the City to forego the competitive proposal procedure and enter into an agreement to sell the property to Baryalai Feroz and Lamia Feroz.

STRATEGIC PLAN

The proposal supports the City Council's Economic Development Strategy by supporting the creation of local employment and diversifying the local economic base.

FISCAL IMPACT

Proceeds from the sale of this property will be deposited in the General Fund.

RECOMMENDATION

Staff recommends that the City Council, by resolution, make a finding that it is in the best interest of the City to forego a competitive proposal process and approve an agreement with Baryalai Feroz and Lamia Feroz to sell approximately 11,192 square feet of surplus City real property located adjacent to the Feroz real property and south of the boundary fence of City's storm drainage detention basin 10 (A Portion of APN 212-040-67).

Prepared by: Kevin Tobeck, Project Specialist II

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Location of Subject Property
Attachment B – Purchase and Sale of Real Property Agreement

ATTACHMENT "A"



City Property
Approx. 11,192sf

Tracy DMV

Tracy Collision

Auto Plaza Dr

Auto Plaza Dr

Google

**CITY OF TRACY
PURCHASE AND SALE OF REAL PROPERTY AGREEMENT**

This Purchase and Sale Agreement ("Agreement") is entered into between the CITY OF TRACY, a municipal corporation, (hereinafter "CITY") and Baryalai Feroz and Lamia Feroz, (hereinafter "BUYER") for the purchase of certain real property owned by CITY.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase.** CITY agrees to sell to BUYER and BUYER agrees to purchase from CITY upon the terms and for the consideration set forth in this Agreement, all that certain real property situated in the City of Tracy, County of San Joaquin, State of California, consisting of approximately 11,192 square feet of land, commonly known as 21401 S. Naglee Road, with Assessor's parcel number 212-040-67, which is legally described in Exhibit A attached hereto and made a part hereof (hereinafter "PROPERTY").
2. **Purchase Price.** BUYER will pay CITY the sum of NINE THOUSAND FIVE HUNDRED THIRTEEN 20/100 DOLLARS (\$9,513.20) as consideration for the purchase of the fee property identified in Exhibit A.
3. **Conveyance.** Conveyance by CITY shall be all of its right, title and interest in the PROPERTY.
4. **Escrow.**
 - a. **Escrow Instructions.** BUYER hereby authorizes CITY to prepare escrow instructions in accordance with this Agreement on behalf of both parties.
 - b. **Deposit of Purchase Price.** Prior to the close of escrow, BUYER will deposit into escrow, or cause to be deposited into escrow, all funds if due and/or documents, required from BUYER to enable escrow to close. CITY agrees to deposit with the Escrow Agent a Grant Deed conveying the PROPERTY to BUYER, together with such other instruments as are necessary.
 - c. **Title.** Title to the PROPERTY shall be vested to: Baryalai Feroz and Lamia Feroz.
 - d. **Escrow Fees, Charges, and Costs.** BUYER shall pay all recording fees, title insurance, documentary stamp taxes, or other real estate transaction costs, taxes or fees by whatever name known, including escrow fees or brokers commission, if any, and personal property sales taxes where applicable. CITY shall have no liability or responsibility for any costs, taxes, fees, or expenses.
5. **Right of Possession and Use.** BUYER's right of possession shall begin at close of Escrow. The consideration shown in Section 2, includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

6. **Property Taxes.** BUYER further acknowledges full responsibility, and CITY shall have no liability or responsibility, for the payment of all property taxes and assessments accruing after the close of escrow.
7. **AS-IS Condition of the Property/Buyer's Examination of the Property.** CITY makes no warranty as to the condition of the property and BUYER agrees that it is purchasing the PROPERTY "as is" and in reliance on BUYER's own investigation, which it has had the opportunity to conduct to its satisfaction prior to the date of execution of this Agreement. BUYER will fund repairs required by lenders, if required.
8. **Binding on Successors and Assigns.** The terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
9. **Payment of Deed of Trust.** If applicable, CITY agrees to subordinate CITY'S deed of trust to any purchase money deed of trust incurred by BUYER in this transaction.
10. **Approval of City.** This Agreement is subject to the approval of CITY. This Agreement shall have no force or effect unless and until the City Council approves it and the City's Authorized Representative executes the Agreement.
11. **Specific Performance.** In the event of a breach of this Agreement, the non-breaching party shall be entitled to pursue any and all remedies available to it, without limitation, claims for damages attributable to the breach, and specific performance of this Agreement.
12. **Miscellaneous.**
 - a. **Notices.** All notices, demands or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the other party as follows:
 - i. Mailing address of BUYER:
Baryalai Feroz and Lamia Feroz
4593 Crabapple Court
Tracy, CA 95377
 - ii. Mailing address of CITY:
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
 - iii. With a copy to:
City Attorney
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

- iv. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in United States Mail of registered or certified mail, sent to the address designated above.
- b. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- c. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- d. Governing Law. This Agreement shall be governed under the laws of the State of California.
- e. Exhibits. All exhibits referred to in this Agreement, and any exhibits which may from time to time be referred to in any duly executed amendment to this Agreement, are by such reference incorporated herein and are a part of this Agreement. The exhibits to this Agreement are as follows:

Exhibit A – Legal Description of PROPERTY

- f. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.
- g. Entire Agreement. This Agreement comprises the entire integrated understanding between the parties concerning this purchase and sale. This Agreement superseded all prior negotiations, representations or agreements.

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

BUYER:
BARYALAI FEROZ AND LAMIA FEROZ

CITY OF TRACY,
A MUNICIPAL CORPORATION

By: 
Baryali Feroz

By: _____
Robert Rickman

Title: *owner*

Title: Mayor

Date: 10/18/2019

Date: _____

By: 
Lamia Feroz

Attest: _____
City Clerk

Title: _____

Date: 10/18/2019

Approved as to Form:

By: _____
City Attorney

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

CITY TO APN 212-270-21 (EASTERLY) (PARCEL B 24 PM 140)

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOT 37 OF "NAGLEE BURK TRACT," ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD MARCH 7, 1911 AND RECORDED IN VOLUME 5 OF MAPS AND PLATS AT PAGE 18, SAN JOAQUIN COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL C, AS SAID PARCEL IS DELINEATED UPON THAT CERTAIN PARCEL MAP FILED NOVEMBER 8, 2007 IN THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER IN BOOK 24 OF PARCEL MAPS AT PAGE 140; THENCE LEAVING SAID NORTHWEST CORNER OF SAID PARCEL C (24 PM 140) NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST 44.72 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 39 SECONDS EAST 254.31 FEET TO A POINT; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST 43.32 FEET TO THE NORTHEAST CORNER OF SAID PARCEL C (24 PM 140); THENCE ALONG THE NORTH LINE OF SAID PARCEL C (24 PM 140) SOUTH 89 DEGREES 57 MINUTES 25 SECONDS WEST 254.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 11192± S.F.

RESOLUTION 2019-

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO A COMPETITIVE PROPOSAL PROCESS AND APPROVING AN AGREEMENT WITH BARYALAI FEROZ AND LAMIA FEROZ TO SELL APPROXIMATELY 11,192 SQUARE FEET OF SURPLUS CITY REAL PROPERTY (A PORTION OF APN 212-040-67) LOCATED ADJACENT TO THE FEROZ PROPERTY (APN 212-270-21) AND SOUTH OF THE BOUNDARY FENCE OF DETENTION BASIN 10

WHEREAS, Baryalai Feroz and Lamia Feroz, the owners of real property on Auto Plaza Drive (APNs 212-270-20 and 212-270-21) have offered to purchase an approximately 11,192 square foot strip of vacant, City-owned real property ("subject property") located adjacent to their property and south of the boundary fence of the City's Detention Basin 10, to incorporate the subject property into future development, and

WHEREAS, The subject property is a surplus, leftover remnant, of a larger parcel, which is no longer necessary for the City's use, and declared surplus by City Council on September 19, 2017, and

WHEREAS, Ownership of the subject property by the City in its undeveloped condition is a maintenance liability and nuisance for the City, and inefficient use of real estate, and

WHEREAS, Sale of the subject property will enable commercial development of the subject property and thereby support economic development goals of the City, and

WHEREAS, On April 24, 2019, in accordance with Government Code Section 65402(a), the Planning Commission determined the sale of the subject property is in conformance with the City's General Plan, and

WHEREAS, In accordance with Tracy Municipal Code Section 2.20.300(c), a request for competitive proposals was not in the best interests of the City, and on September 19, 2017, City Council authorized negotiations with adjacent property owners, and

WHEREAS, The City negotiated a sale price, based on appraisal information and negotiations, of \$0.85 per square foot, or \$9,513.20;

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

- (1) Finds that it is in the best interest of the City to forego a competitive proposal process; and
- (2) Approves the sale of the subject real property to Baryalai Feroz and Lamia Feroz for \$9,513.20.

* * * * *

The foregoing Resolution 2019-_____ was adopted by the City Council on the 19th day of November, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 4.F

REQUEST

APPROVE TASK ORDER NOS. 6, 7, AND 8 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP, INC. FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING DISTRICTS

EXECUTIVE SUMMARY

A Master Professional Services Agreement (Agreement) exists between the City of Tracy and Goodwin Consulting Group, Inc. (GCG) for GCG to provide 1) tax consulting services; and 2) special financing district administrative services.

Task Order No. 6 will authorize GCG to perform the annual administrative services for existing special financing districts (listed within the discussion below) for an amount not to exceed approximately: (i) \$15,000 per year plus expenses over the life of bonds for infrastructure and (ii) \$5,000 per year plus expenses for service components of any districts per the Agreement's Exhibit B-1, Budget and Fee Schedule. The payment of special district administration fees through assessment and tax levies are authorized by the Municipal Improvement Act of 1913 and the Mello-Roos Community Facilities Act.

Task Order No. 7 will authorize GCG to provide consulting services pertaining to the City's tax sharing agreements with San Joaquin County as further described below. The proposed maximum budget for these services, and the maximum amount not to be exceeded, is \$95,000 which will be paid from the Central Administration Fund.

Task Order No. 8 will authorize GCG to assist the City of Tracy (City) with evaluating the City's ability to provide services to projects when annexed into the City, amendments to the City's General Plan, rezoning, or other such changes in jurisdiction, land use, or entitlements are proposed. The budget associated with the Scope of Work set forth in Attachment C will be \$40,000 for the Base Fiscal Model, and \$25,000 - \$35,000 per project-specific analyses (based on project size and land uses). The payment of fees for the Base Fiscal Model will be made from account 12565703-5239; and cost recovery agreements will pay for required project-specific analyses.

DISCUSSION

Upon the execution of Task Orders to the Master Professional Services Agreement with the City, GCG may provide tax consulting services and special financing district formation and administration services for the City. In an effort to "ensure continued fiscal sustainability through financial and budgetary stewardship," three task orders are being proposed for the City Council's consideration.

Task Order No. 6

GCG currently performs annual administration for Community Facilities Districts 2016-1 (Tracy Hills), 2016-2 (Ellis), and 2006-1 (Northeast Industrial Area, Phase II). Services include the preparation of each district's annual levy, delinquency management, continuing disclosure, and arbitrage rebate calculations associated with the first bond

issue.

If Council approves the execution of Task Order No. 6, GCG will perform annual administration of the following districts commencing on May 1, 2019 for CFD 93-1 and January 1, 2020 for the following districts:

CFD 89-1 Northeast Ind.	CFD 93-1 Tracy Marketplace	AD 97-2 Bridle Creek
CFD 99-1 Northeast Ind.	CFD 06-1 NE Industrial, PH 1	AD 94-1 W Naglee
AD 93-2 Woodfield	AD 96-1 Surland	AD 97-1 Park Atherton
AD 95-1 Pheasant Run		

TOPJPA 2011, Series A (AD 98-4 Morrison, CFD 3-02 Heartland, CFD 99-2 MacArthur)
TOPJPA 2005 (CFD 98-3 Plan C, CFD 98-1 Plan C)
TOPJPA 2005 SR C (CFD 2000-1)
Limited Obligation Bonds (AD 2003-01 Berg Road)

The Municipal Improvement Act of 1913 and the Mello-Roos Community Facilities Act of 1982 (Acts) govern the ongoing administration of the assessment and community facilities districts. Accordingly, GCG's services will include: district administration report preparation, special tax enrollment, delinquent special tax reporting, responding to inquiries from property owners, realtors, title companies, appraisers and other parties on behalf of the City, coordinating foreclosure activities (infrastructure CFDs), prepayment calculations, bond redemption administration, disclosure regulations compliance, and arbitrage rebate calculations as further described in Attachment "A" of this staff report.

Task Order No. 7

GCG has previously performed analyses on County tax sharing agreements for the City, reviewing implications on development. Under Task Order No. 7, GCG will perform analyses of City/County Agreements to identify impacts on the City's ability to provide municipal services to the Tracy Community and on the County's ability to provide countywide services to area.

The services proposed will include, but not be limited to, agreement analyses, reviewing strategies that result in a more favorable and equitable tax distribution commensurate with services being provided, and agreement negotiations as necessary (see Attachment B for more detailed description of the services).

Task Order No. 8

GCG will assist the City with a determination of fiscal impacts to the City from new development projects that propose annexation into the City, amendments to the City's General Plan, rezoning, or other such changes in jurisdiction, land use, or entitlements.

For each project, GCG will prepare a Fiscal Impact Analysis (FIA) that will provide an estimate of the ongoing revenues generated by, and ongoing costs incurred due to the project, in order to determine the fiscal impacts that will result to the City's General Fund. The FIA will include a projection of property tax and sales tax revenues, transient occupancy taxes, property tax in-lieu of vehicle license fees, gas taxes, and other revenues that will result from new development within the project. These revenues will be compared to the total cost of providing police, fire, street maintenance, park

maintenance, City administration, and other services that may be funded by the General Fund.

Because projects will progress on separate timelines, a base fiscal model will need to be developed when the first FIA is prepared. That model will be then revised to incorporate land uses, sales prices, and fiscal parameters of each subsequent project when the FIAs are prepared. Depending on the timing of each project, the model may have to be updated with more current City budget data, as well. Therefore, the scope of work has been organized into two distinct tasks: (i) developing the base fiscal model which will be used as the backbone of each project-specific model, and (ii) preparing the analysis and report for each project-specific FIA, as further detailed in Attachment C.

STRATEGIC PLAN

This item supports Goal 2 of the Council's Strategic Plan: "Ensure continued fiscal sustainability through financial and budgetary stewardship."

FISCAL IMPACT

Task Order No. 6

The payment of special district administration fees through assessment and tax levies are authorized by the Acts and will thus be funded through the levies for each district. If the scope of work can be completed for less than the maximum budget as described in Attachment "A", Exhibit "B-1", only hours actually expended will be billed.

Task Order No. 7

A maximum budget of \$95,000 has been proposed for services provided, and expenses incurred, in association with the scope of work delineated in Attachment "B," Exhibit "B". This budget represents a maximum amount not to be exceeded. Fees for these services will be paid from the Central Administration Fund.

Task Order No. 8

The budget associated with the Scope of Work set forth in Exhibit "B" of Attachment "C" is broken down as follows:

Base Fiscal Model:	\$40,000
Project-Specific FIAs:	\$25,000 - \$35,000 per project (Based on project size and land uses)

The Basic Fiscal Model will be paid for from 12565703-5239; and the project specific FIAs will be paid by project through Cost Recovery Agreements.

For additional services pertaining to each primary scope identified above but which are outside the scope of work, GCG will bill for services on a time and materials basis using the hourly rates identified in each Attachment's, Exhibit "B-1" or "B," however, total billings may not exceed the maximum budget without prior written consent from the City and GCG will only be paid for hours worked and expenses incurred.

RECOMMENDATION

That City Council, by resolutions, approve Task Orders Nos. 6, 7, and 8 to the Master Professional Services Agreement with Goodwin Consulting Group, Inc. for Tax Consulting and Administration Services for Special Financing Districts.

Prepared by: Anne H. Bell, Management Analyst II, Finance Department

Reviewed by: Karin Schnaider, Finance Manager
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Task Order No. 6 to the MPSA with Goodwin Consulting Services, Inc.
Attachment B – Task Order No. 7 to the MPSA with Goodwin Consulting Services, Inc.
Attachment C – Task Order No. 8 to the MPSA with Goodwin Consulting Services, Inc.

ATTACHMENT "A"

City of Tracy
TASK ORDER NO. 6 TO
MASTER PROFESSIONAL SERVICES AGREEMENT
TAX CONSULTING AND ADMINISTRATION SERVICES FOR
SPECIAL FINANCING DISTRICTS

This Task Order is entered into between the City of Tracy, a municipal corporation (City), and Goodwin Consulting Group, Inc., a California Corporation, (Consultant).

Recitals

- A. The City of Tracy entered into a Master Professional Services Agreement (Agreement) on November 30, 2015 for special tax consultant services for infrastructure and service community facilities districts.
- B. Amendment No. 1 to the Agreement clarifying the Agreement's scope was approved by the City Manager on October 3, 2019.
- C. Under Task Order No. Six, Consultant is to perform annual administration services as described in Exhibit "A-1" to the Agreement.

Now therefore, the parties mutually agree as follows:

1. Incorporation of Master Professional Services Agreement. This Task Order incorporates by reference the terms set forth in the Master Professional Services Agreement ("Agreement") for this project, unless specifically modified by this Task Order.

2. Scope of Services. Consultant shall perform the services described in Exhibit "A-1" attached and incorporated by reference, for the following special districts:

CFD 89-1 Northeast Industrial	CFD 93-1 Tracy Marketplace	CFD 93-1 I-205
CFD 99-1 Northeast Industrial	CFD 06-1 Northeast Ind., PH 1	
AD 94-1 W Naglee	AD 93-2 Woodfield	AD 96-1 Surland
AD 97-1 Park Atherton	AD 97-2 Bridle Creek	AD 95-1 Pheasant Run

TOPJPA 2011, Series A (AD 98-4 Morrison, CFD 3-02 Heartland, CFD 99-2 MacArthur)
TOPJPA 2005 (CFD 98-3 Plan C, CFD 98-1 Plan C)
TOPJPA 2005 SR C (CFD 2000-1)
Limited Obligation Bonds (AD 2003-01 Berg Road)

3. Time of Performance. May 1, 2019 shall be the performance commencement date for CFD No. 93-1 I-205 and all other districts listed herein shall begin performance on January 1, 2020. The required services shall be completed no later than the dates set forth in Exhibit "A-1."

4. Compensation. For services performed by Consultant in accordance with this Task Order, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B-1," Section "C" to the Agreement. Fees will be subject to an annual adjustment per the Agreement which shall not exceed the Consumer Price Index for San Francisco, Oakland and San Jose. Consultant's fees for this Task Order are not to exceed the stated fees for the term of each bond issuance for the special districts.

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

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

City of Tracy

By: Robert Rickman

Title: Mayor

Date: _____

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Leticia Ramirez, Interim City Attorney

Consultant



By: Susan Goodwin

Title: President

Date: 9/19/19

Federal Employer Tax ID No. 94-3393430



By: Victor S. Irzyk

Title: Chief Financial Officer

Date: 9/19/19

**CITY OF TRACY MASTER PROFESSIONAL SERVICES AGREEMENT
FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR
SPECIAL FINANCING DISTRICTS**

SCOPE OF WORK

Goodwin Consulting Group, Inc. (GCG) will serve as tax consultant and special finance district administrator to assist the City of Tracy in performing analyses and formations of special financing Districts (Districts) that will fund public infrastructure, public services, or both. For infrastructure Districts, GCG will also provide all services needed in association with the issuance of bonds. In addition, GCG will manage the annual administration of all Districts, including preparing the special financing district levies, complying with continuing disclosure requirements, and preparing arbitrage rebate calculations. Specifically, GCG will provide the following services:

A. INFRASTRUCTURE DISTRICTS (WITH OR WITHOUT SERVICES)

A-1. Kick-Off Meeting and Collection of Data

GCG will meet with City staff, the financial advisor, bond counsel and underwriter, and the developer to compile data, confirm assumptions, and discuss the structure and components of the special financing program. This task will include (i) identifying public facilities to be funded through the District, anticipated absorption rates, and timing and number of bond issues, if any; (ii) confirming the allocation of special assessment or taxes to land uses within the District and reviewing the advantages and disadvantages associated with various allocation methods; (iii) evaluating the need for separate improvement areas, assessment or tax zones, as well as property that may be designated as future annexation area; (iv) discussing acceptable maximum assessment or tax rates based on City policy and competitive market conditions; and (v) coordinating with the financial advisor and underwriter regarding the anticipated bond structure, including the special assessment or tax and debt service escalator, bond interest rate, short-term reinvestment rate, capitalized interest, reserve fund, and other features that may affect the size of bond issues and the corresponding annual debt service.

A-2. District Cash Flow Analysis

GCG will use the information compiled in Task A-1 to prepare an analysis of the annual cash flow of the District. The analysis will identify the maximum special assessment or tax that will be needed to maintain required debt service coverage on bonded indebtedness issued on behalf of the District. In addition, the cash flow will (i) estimate the special assessment or tax burden on undeveloped property based on a given absorption scenario, (ii) determine the size of the initial and subsequent bond sales taking into consideration minimum value-to-lien requirements set forth in state law and City policy, and (iii) evaluate the increased bonding capacity that is created from an escalating special assessment or tax and debt service, or other unique bond structure.

GCG will either present the cash flow analysis at a second meeting or circulate the analysis to the working group for review prior to the second meeting. Subsequent iterations of the analysis will be prepared based on feedback from City staff, the developer, the financial advisor, bond counsel and other members of the working group. Ultimately, through review and discussion of each alternative, the team will select a special finance

EXHIBIT A-1

structure which GCG will incorporate in the Rate and Method of Apportionment of Special Assessment or Tax prepared in Task A-3 below.

A-3. Rate and Method of Apportionment of Special Assessment or Tax

Based on the special finance structure selected pursuant to Task A-2 above, GCG will prepare the Rate and Method of Apportionment of Special Assessment or Tax (RMA), which will serve as the official special assessment or tax formula for the District. The RMA will provide detail and direction as to how the special assessment or tax should be levied in future years to ensure adequate revenues are available for timely repayment of debt service on bonded indebtedness issued by the District. The RMA will be included as an exhibit to the Resolution of Intention to Form the District, which will be adopted by the City Council as part of the first set of actions taken towards forming the District.

In addition to providing guidance relative to the annual levy of special assessments or taxes in the district, the RMA will provide some or all of the following items:

- Identification of the maximum special assessment or tax for each special assessment or tax category, including each category of developed and undeveloped property
- Provision for a back-up special assessment or tax or alternate mechanism to be used to maintain maximum special assessment or tax revenues in the event that land uses change in future years
- A detailed prepayment formula that will provide flexibility for a property owner to prepay all or a portion of the special assessment or tax obligation after some or all bonds have been issued for the District
- Steps associated with annexing property into the District, including determination of special assessment or tax rates for annexing property, adjustment of prepayment figures, and updates to expected maximum revenues, if applicable.

A-4 Preparation of District Boundary Map (optional)

If requested, GCG will prepare the official boundary map for the District in a format acceptable to the County Recorder's Office. The map will include the initial District boundaries, as well as identifying the boundaries of any future annexation area. GCG will record the District boundary map pursuant to Section 3111 of the Streets and Highway Code.

A-5. Contributions to Other District Documents

In coordination with the working group, GCG will review, prepare and contribute to other documents required in the District formation proceedings that relate specifically to the special assessment or tax formula. Specifically, GCG will:

- Prepare the District Report required pursuant to Section 53321.5 of the Government Code
- Review the Bond Purchase Agreement, Fiscal Agent Agreement and/or Bond Indenture to assure that the flow of special assessment or tax revenues and

EXHIBIT A-1

interest earnings as set forth in these documents are consistent with assumptions used in the District cash flow analysis

- Review and record the Notice of Special Assessment or Tax Lien
- Review the Official Statement and, at the request of the financial advisor or underwriter, prepare tables demonstrating special assessment or tax coverage, diversification of special assessment or tax burdens among major landowners and/or general District cash flows
- Execute the Certificate of Special Assessment or Tax Consultant to confirm the adequacy of special assessment or tax payments to meet District obligations

A-6. Meeting Attendance

GCG will attend meetings with City staff and other members of the working group to acquire information, present cash flow alternatives, and review formation documents. In addition, GCG will attend City Council meetings to present the special assessment or tax formula and answer questions from the Council. A total of five (5) working group meetings and two (2) Council meetings is included in the budget presented in Exhibit B below.

B. SERVICES DISTRICTS

B-1. Kick-Off Meeting and Collection of Data

GCG will meet with City staff, developers, and the City's legal counsel to discuss the structure and components of the District, including special assessment or tax categories; maximum special assessment or tax rates and annual escalators; development triggers for levy of the special assessments or taxes; boundaries of the Districts, future annexation areas, and assessment or tax zones; and District formation timelines and action items. GCG will coordinate with the City regarding annual maintenance and administration costs to determine the maximum special assessment or tax rates for property in the Districts.

B-2. Rate and Method of Apportionment of Special assessment or tax

Based on the special assessment or tax structure selected by the working group, GCG will prepare the Rate and Method of Apportionment of Special Assessment or Tax (RMA) for the District, which will provide detail and direction as to how the special assessment or taxes should be levied in future years to ensure adequate revenues are available for timely payment of services costs funded by the Districts. The RMA will be included as an exhibit to the Resolution of Intention, which will be adopted by the City Council as part of the first set of actions taken towards forming the District.

B-3. Preparation of District Boundary Map (optional)

If requested, GCG will prepare the official boundary map for the District in a format acceptable to the County Recorder's Office. The map will include the initial District boundaries, as well as identifying the boundaries of any future annexation area. GCG will

record the District boundary map pursuant to Section 3111 of the Streets and Highway Code.

B-4. Review of Legal Documents

GCG will coordinate with the City's legal counsel to review and contribute to the DISTRICT formation documents, including the District Report required pursuant to Section 53321.5 of the Government Code.

B-5. Meeting Attendance

GCG will attend meetings with City staff and other members of the working group to acquire information, present the special assessment or tax formula, and review formation documents. In addition, GCG will attend City Council meetings to answer questions from the Council. A total of three (3) working group meetings and two (2) Council meetings is included in the budget presented in Exhibit B below.

C. DISTRICT ADMINISTRATION

C-1. Background Research

For each District, GCG will gather information and construct a database that will be used to calculate the annual special assessment or tax levy. This task will include the following:

Map & Parcel Research: Identify and obtain copies of all subdivision, final and parcel maps. Identify all relevant information such as date of subdivision, property use, and acreage of each parcel in the District. Once the Assessor's tax roll has been closed for the upcoming fiscal year, review the assessor parcel maps and determine the assessor parcel numbers that will be valid for the fiscal year.

Building Permit Tracking: If required to implement the special assessment or tax formula, monitor on an annual basis which parcels have had building permits issued and the type of land use for which such permits or certificates have been issued.

Classification of Property: Pursuant to the RMA, categorize each parcel to the appropriate special assessment or tax classification, including each category of Developed Property and Undeveloped Property.

Database Management: Prepare a database for the District which will contain all properties, parcel numbers, square footage, assigned tax categories, and other relevant information which will allow for the assignment of the special assessment or tax pursuant to the RMA.

C-2. Annual Special Assessment or Tax Levy Calculation

GCG will calculate the special assessment or tax levy for each taxable parcel in the District by applying the RMA. GCG will identify all District expenses including annual debt service, the budget for public service costs to be funded in the following fiscal year, administrative expenses, and collection costs. Any applicable surplus special assessment or taxes,

EXHIBIT A-1

interest earnings, and other credits will be applied to reduce the annual special assessment or tax levy.

C-3. Annual District Administration Report Preparation

GCG will annually prepare a special assessment or tax administration report for the District which contains the results of our parcel research and findings of the financial analysis. An explanation of the methodology employed to calculate the special assessments or taxes levied will be incorporated. The report will also include annual reporting items required by the newly adopted Senate Bill 165 (Local Agency Special Tax and Bond Accountability Act). The appendix to this report will identify the special tax levy for each assessor's parcel for the fiscal year.

C-4. Annual Special Assessment or Tax Enrollment

GCG will compile a list of parcels in the District that will be subject to the special assessment or tax levy and format it in compliance with the specific formatting instructions of the County Auditor-Controller's office. The formatted assessment or tax levies will be submitted to the Auditor-Controller's Office on or before August 10 (or other specified date) for inclusion on the consolidated property tax bills.

C-5. Delinquent Special Assessment or Tax Reporting

GCG will monitor the Auditor-Controller's assessment and tax collection summaries and report on delinquent parcels and corresponding delinquent District assessments and taxes. After discussion with the City, GCG will prepare and mail demand letters to property owners with delinquent special assessments or taxes. Additionally, for infrastructure Districts, GCG will work with the City to ensure the District's compliance with any foreclosure covenants and provisions in the bond documents.

C-6. Answer Inquiries from Various Parties

GCG will respond to property owners, realtors, title companies, appraisers and other parties' questions regarding the special assessment or tax and other District related issues. A GCG staff member will be listed as the contact for calls that are received by the Treasurer/Tax Collector's Office, and calls will be responded to on the day received.

C-7. Coordination of Foreclosure Activities (Infrastructure Districts)

If requested, GCG will assist the City in complying with provisions in the bond indenture or fiscal agent agreement regarding actions to be taken in the event of a foreclosure on a property due to assessment or tax delinquency. GCG will coordinate with City staff and legal counsel to identify those parcels for which judicial foreclosure will be initiated.

C-8. Prepayment Calculations (Infrastructure Districts)

GCG will provide developers, title agents and other interested parties with the prepayment amount required to pay down the special assessment or tax lien on their property(ies).

C-9. Bond Redemption Administration (Infrastructure Districts)

GCG will work with the homebuilders, title agents and bond trustee to ensure that prepayment checks are processed properly and the correct bond amount is redeemed at each interest payment date. GCG will further ensure that prepayment amounts are allocated to the appropriate District accounts.

C-10. Disclosure Regulations Compliance (Infrastructure Districts)

GCG will provide information to the Municipal Securities Rulemaking Board (pursuant to S.E.C. regulations) and the California Debt and Investment Advisory Commission (pursuant to Senate Bill 1464) and prepare special tax disclosure materials to home buyers as specified in Senate Bill 1464. This task shall include the following subtasks:

- a. Prepare the annual Continuing Disclosure Report and respond to secondary information requirements set forth in SEC Section 15c2-12, as amended.
- b. Submit the annual Fiscal Report as specified in Government Code Section 53359.5 to California Debt and Investment Advisory Commission by October of each year.
- c. Prepare special tax disclosure materials on the City's behalf for resale properties as required by Government Code Section 53340.2.

C-11. Arbitrage Rebate Calculations (Infrastructure Districts)

GCG will prepare annual or five-year arbitrage rebate calculations. A report, identifying the rebate liability for the District, will be produced. GCG will determine the amount, if any, that must be rebated to the federal government at each five-year interval.

D. Other Consulting Services

Other special finance district and tax consulting services, shall be clearly defined in Task Orders and will be billed on a time and materials basis or pursuant to an accepted proposal per an approved Task Order specific to the particular requested service.

**CITY OF TRACY MASTER PROFESSIONAL SERVICES AGREEMENT
FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR
SPECIAL FINANCING DISTRICTS**

BUDGET & FEE SCHEDULE

A. Infrastructure Districts (With or Without Services)

The maximum budget for services associated with formation of an infrastructure District and issuance of a first series of bonds will be based on the size of the bond issue due to the increased liability risk associated with larger bond issues. Costs billed to the City prior to the first bond issue will be limited to \$30,000; a separate and additional \$2,000 fee will apply if GCG prepares the District boundary map. The total fee associated with District formation and issuance of the first series of bonds (not including preparation of the boundary map) will be the amount determined using the following schedule:

<u>First Bond Issue Size</u>	<u>Total Fee *</u>
Up to \$2,000,000	\$45,000
\$2,000,000 - \$10,000,000	\$45,000 + .0010 of amount over \$2,000,000
\$10,000,000 +	\$53,000 + .0008 of amount over \$10,000,000

** The fee schedule above is valid through December 31, 2019 and may be adjusted thereafter.*

Prior to the sale of bonds, GCG will bill for services on a time and materials basis using the hourly rates identified below not to exceed total billings of \$25,000 or \$27,000 if GCG prepares the boundary map. Upon the sale of a first bond issue, any remaining portion of the total fee will be paid from proceeds of the issue. If no bonds are sold, GCG will only be paid for hours worked and expenses incurred. These maximum fees will be subject to an inflation adjustment after fiscal year 2017-18. Services will be billed based on the following hourly fee schedule:

GCG Hourly Service Rates *	
Managing Principal	\$310/Hour
Senior Principal	\$300/Hour
Principal	\$260/Hour
Vice President	\$245/Hour
Senior Associate	\$225/Hour
Associate	\$210/Hour
Analyst	\$195/Hour
Research Assistant	\$95/Hour

** The rates reflected above are valid through December 31, 2019 and may be adjusted thereafter.*

EXHIBIT B-1

B. Services Districts

The maximum budget for services associated with formation of a services District is \$25,000, not including preparation of the District boundary map, which would be a separate and additional fee of \$2,000. This budget represents a maximum amount not to be exceeded. Additional consulting services beyond those included in the scope of work may be provided within the maximum budget if total hourly billings are less than the budget maximum. Alternatively, if the scope of work can be completed for less than the maximum budget, only hours actually expended will be billed. Services will be billed based on the hourly fee schedule set forth above, and these maximum fees will be subject to an inflation adjustment after fiscal year 2020-21.

C. District Administration

The budget for administration services in the first two fiscal years is: (i) for infrastructure Districts, \$15,000 *per year* plus expenses, and (ii) for services Districts, \$6,000 *per year* plus expenses. This budget includes all aspects of District administration, including preparation of the assessment or tax levy, delinquency management, continuing disclosure, and arbitrage rebate calculations associated with the first bond issue. If a District includes multiple series of bonds, an additional \$1,000 will be added for arbitrage rebate calculations for each subsequent series of bonds after the first bond issue. These budgets represent maximum amounts not to be exceeded; additional consulting services beyond those included in the scope of work may be provided within the maximum budget if total hourly billings are less than the budget maximum. Alternatively, if the scope of work can be completed for less than the maximum budget, only hours actually expended will be billed. These maximum fees will be subject to an inflation adjustment after fiscal year 2020-21.

D. Limitations

The following services are not included in the scope of work provided above and will be billed on a time and materials basis or pursuant to an accepted proposal for the issuance of a Task Order:

- Attendance at more meetings than that set forth for each component of the Scope of Work in Exhibit A
- Issuance of subsequent series of bonds
- Other consulting services as noted in Section D of Exhibit A-1

ATTACHMENT B

City of Tracy
TASK ORDER NO. 7 TO
MASTER PROFESSIONAL SERVICES AGREEMENT
TAX CONSULTING AND ADMINISTRATION SERVICES FOR
SPECIAL FINANCING DISTRICTS

This Task Order is entered into between the City of Tracy, a municipal corporation (City), and Goodwin Consulting Group, Inc., a California Corporation (Consultant).

Recitals

- A. The City of Tracy entered into a Master Professional Services Agreement (Agreement) on November 30, 2015, for special tax consultant services for infrastructure and service community facilities districts.
- B. Amendment No. 1 to the Agreement clarifying the Agreement's scope was approved by the City Manager on October 3, 2019.
- C. Under Task Order No. Seven, Consultant is to provide County tax-sharing consulting services as described in Exhibit "One" to this Task Order.

Now therefore, the parties mutually agree as follows:

- 1. Incorporation of Master Professional Services Agreement.** This Task Order incorporates by reference the terms set forth in the Master Professional Services Agreement ("Agreement") for this project, unless specifically modified by this Task Order.
- 2. Scope of Services.** Consultant shall perform the services described in Exhibit "One," attached and incorporated herein by reference.
- 3. Time of Performance.** Consultant shall begin performance, and shall complete the required services no later than the dates set forth in Exhibit "One."
- 4. Compensation.** For services performed by Consultant in accordance with this Task Order, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "Two" attached hereto.
- 5. Signatures.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Task Order on behalf of the respective parties. This Task Order shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Robert Rickman

Title: Mayor

Date: _____

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Leticia Ramirez, Interim City Attorney

Consultant

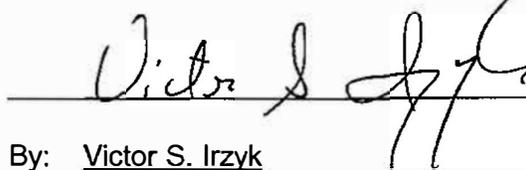


By: Susan Goodwin

Title: President

Date: 10/22/19

Federal Employer Tax ID No. 94-3393430



By: Victor S. Irzyk

Title: Chief Financial Officer

Date: 10/22/19

EXHIBIT ONE

**TASK ORDER NO. 7
CITY OF TRACY MASTER PROFESSIONAL SERVICES AGREEMENT
FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING
DISTRICTS**

COUNTY TAX SHARING CONSULTING

SCOPE OF WORK

Goodwin Consulting Group, Inc. (GCG) will assist the City of Tracy (City) with analyses, strategic planning, and negotiations with the County of San Joaquin (County) in matters regarding tax sharing with the County. Specifically, GCG will provide the following services for the City:

- A. Review tax sharing Agreements between the City and County;
- B. Obtain and review the City's and County's fiscal year 2019-20 operating budgets and, based on that information and starting with the model already developed to estimate fiscal impacts of City development projects, develop a fiscal impact model that estimates impacts on both the City and County;
- C. Collect and review data specific to each annexation/Agreement area, including land uses, assessed valuation, taxable sales, property turnover, TRA property tax splits, etc.;
- D. Perform analyses of City/County Agreements to identify impacts on the City's ability to provide municipal services to the Tracy Community and on the County's ability to provide countywide services to area;
- E. Provide consulting advice to the City regarding strategies that support the City's objective of renegotiating the County agreements toward an equitable, reasonable distribution of property taxes in relation to services being provided by the City of Tracy;
- F. Participate in negotiations with the County on behalf of the City, and run alternative analysis scenarios to test the sensitivity of ideas and suggestions formulated during the negotiations;
- G. GCG will attend meetings with City staff and other members of the working group to acquire information, present the analyses, and review negotiation documents. In addition, GCG will attend City Council and County meetings to answer questions from the Council and County. A total of three (3) working group meetings and two (2) Council meetings is included in the budget presented in Exhibit Two below.
- H. Conduct one workshop for Council and the County as requested;
- I. Other consulting services pertaining to County Tax Sharing that are not specifically defined in this Task Order will be billed on a time and materials basis.
- J. It is estimated that the above scope of work will be completed within one year after this Task Order No. 7 has been fully executed.

EXHIBIT TWO

**TASK ORDER NO. 7
CITY OF TRACY MASTER PROFESSIONAL SERVICES AGREEMENT
FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING
DISTRICTS**

COUNTY TAX SHARING CONSULTING

FEE SCHEDULE

GCG proposes a maximum budget of \$95,000 for services provided, and expenses incurred, in association with the scope of work delineated in Exhibit One. This budget represents a maximum amount not to be exceeded.

For additional services pertaining to County Tax Sharing Consulting that are outside the scope of work, GCG will bill for services on a time and materials basis using the hourly rates identified below; however, total billings may not exceed the maximum budget without prior written consent from the City. GCG will only be paid for hours worked and expenses incurred. The maximum fee will be subject to an inflation adjustment after fiscal year 2019-20. Services will be billed based on the following hourly fee schedule:

GCG Hourly Service Rates *	
Managing Principal	\$310/Hour
Senior Principal	\$300/Hour
Principal	\$260/Hour
Vice President	\$240/Hour
Senior Associate	\$225/Hour
Associate	\$210/Hour
Analyst	\$195/Hour
Research Assistant	\$95/Hour

*** The rates reflected above are valid through December 31, 2019, and may be adjusted thereafter.**

ATTACHMENT C

CITY OF TRACY TASK ORDER NO. 8 TO MASTER PROFESSIONAL SERVICES AGREEMENT TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING DISTRICTS

This Task Order is entered into between the City of Tracy, a municipal corporation (City), and Goodwin Consulting Group, Inc., a California Corporation (Consultant).

Recitals

- A. The Parties entered into a Master Professional Services Agreement (Agreement) on November 30, 2015. Under the Agreement, and upon execution of task orders to the Agreement, Consultant will provide 1) tax consulting services; and 2) special financing district administrative services.
- B. Under Task Order No. 8, Consultant is to provide assistance to the City to determine whether taxes, assessments, and other revenue sources are adequate for the City to provide services to projects when annexations into the City, amendments to the City's General Plan, rezoning, or other such changes in jurisdiction, land use, or entitlements are proposed and as further described in Exhibit "A" to this Task Order.

Now therefore, the parties mutually agree as follows:

- 1. Incorporation of Master Professional Services Agreement.** This Task Order incorporates by reference the terms set forth in the Master Professional Services Agreement ("Agreement") for this project, unless specifically modified by this Task Order.
- 2. Scope of Services.** Consultant shall perform the services described in Exhibit "A," attached and incorporated herein by reference.
- 3. Time of Performance.** Consultant shall begin performance, and shall complete the required services no later than the dates set forth in Exhibit "A."
- 4. Compensation.** For services performed by Consultant in accordance with this Task Order, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B" attached hereto.
- 5. Signatures.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Task Order on behalf of the respective parties. This Task Order shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Robert Rickman

Title: Mayor

Date: _____

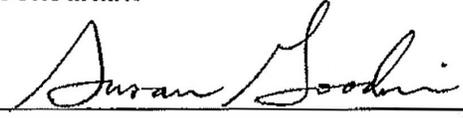
Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Leticia Ramirez, Interim City Attorney

Consultant

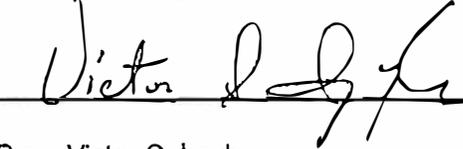


By: Susan Goodwin

Title: President

Date: 10/22/19

Federal Employer Tax ID No. 94-3393430



By: Victor S. Irzyk

Title: Chief Financial Officer

Date: 10/22/19

EXHIBIT A

CITY OF TRACY SCOPE OF WORK FOR TASK ORDER NO. 8 TO MASTER PROFESSIONAL SERVICES AGREEMENT TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING DISTRICTS

Goodwin Consulting Group, Inc. (GCG) will assist the City of Tracy (City) with a determination of fiscal impacts to the City from new development projects that propose annexation into the City, amendments to the City's General Plan, rezoning, or other such changes in jurisdiction, land use, or entitlements. For each project, GCG will prepare a Fiscal Impact Analysis (FIA) that will provide an estimate of the ongoing revenues generated by, and ongoing costs incurred due to, the project in order to determine the fiscal impacts that will result to the City's General Fund. The FIA will include a projection of property tax and sales tax revenues, transient occupancy taxes, property tax in-lieu of vehicle license fees, gas taxes, and other revenues that will result from new development within the project. These revenues will be compared to the total cost of providing police, fire, street maintenance, park maintenance, City administration, and other services that may be funded by the General Fund.

Because projects will progress on separate timelines, a base fiscal model will need to be developed when the first FIA is prepared. That model will be then revised to incorporate land uses, sales prices, and fiscal parameters of each subsequent project when the FIAs are prepared. Depending on the timing of each project, the model may have to be updated with more current City budget data, as well. Therefore, the scope of work has been organized into two distinct tasks: (i) developing the base fiscal model which will be used as the backbone of each project-specific model, and (ii) preparing the analysis and report for each project-specific FIA, as follows:

Task 1. Base Fiscal Model

GCG will analyze the City budget and work with appropriate department heads to develop case study and per-capita multiplier assumptions for applicable fiscal revenues and expenses. Net City cost figures will include all General Fund-supported programs and services.

As part of this analysis, GCG will evaluate ongoing revenue sources, taking into account specific budget items such as the property tax allocation after the Educational Revenue Augmentation Fund (ERAF) and Supplemental Educational Revenue Augmentation Fund (SERAF) shifts; sales tax revenue from the base sales tax percentage and the Prop 172 sales tax rates, accounting for both demand side and supply side taxable retail sales generation; transient occupancy tax based on current average room rates and vacancy rates (if applicable); transfers from other departments, agencies and organizations; and other recurring revenue. Based on review of the budget, GCG will work with City staff to identify existing and planned service standards, and the unit cost of providing operations, maintenance, and services associated with all recurring costs.

GCG will create a dynamic fiscal model that will be used to estimate the impacts of each project on the City General Fund. The fiscal model will incorporate the cost and revenue assumptions discussed above, which will allow for evaluation of each individual project, as well as sensitivity analysis of alternative scenarios if needed after the initial analysis has been completed.

Standard fiscal methodologies will be applied but will be customized where appropriate to fit unique circumstances related to Tracy, such as tax sharing agreements with the County of San Joaquin. Many of the operating revenues and expenses will be examined and projected on a persons-served multiplier basis, but others will be analyzed utilizing a detailed "case study"

approach. It is assumed that certain public services, such as police and fire protection, will be

treated in the fiscal analysis as citywide services, but other services, such as park, landscaping, and storm drainage maintenance may be addressed as project-specific services. Note that water and sewer enterprise funds, and other non-General Fund accounts that are self-supported through user charges, will not be evaluated

Task 2. Project Specific FIAs

Separately for each project's FIA, GCG will compile land use, infrastructure, and demographic characteristics of the project, based on review of project documents and a kickoff meeting with City staff. This review and discussion will produce many of the base assumptions to be used in the fiscal analysis, including, but not limited to: (i) proposed land uses by land use type, including gross and net acres, residential units, floor-to-area ratios, building square footage, number of hotel rooms, etc., (ii) projected market values and sales prices by land use type, (iii) anticipated phasing and absorption, (iv) proposed public improvements that will require ongoing maintenance, including road lane miles; open space, drainage and wetlands; and multi-purpose areas and sports fields; and (v) persons per household or employment generation for each land use type. With respect to values, prices, and absorption rates, GCG will coordinate with the Development Service Department to gauge the reasonableness of assumptions provided by the project applicant. GCG will also identify fiscal parameters relevant to each project, including, but not limited to: (i) the total property tax rate for each tax rate area (TRA) included within the project, (ii) a breakdown of the general levy tax allocation factors for each TRA, and (iii) the distribution of tax revenues within each TRA.

The information compiled will be incorporated into the base fiscal model, and the total recurring fiscal impacts for each project will be estimated on an annual basis, at designated development phases, and/or at project buildout. The annual and phased analysis will be based on the initial information compiled when the model is developed and will not require additional information to be provided each year.

Separately for each project, GCG will prepare a Fiscal Impact Analysis (FIA) which will summarize findings of the fiscal analysis and provide charts and tables outlining assumptions that were factored into the determination of fiscal impacts. The FIA will clearly demonstrate the impact the project will have on the City's General Fund on an annual basis, at designated development stages, and/or at buildout. GCG will present an administrative draft FIA to the City and will incorporate staff's comments into a draft FIA that will be provided to the developers. Once all comments have been received and discussed, GCG will produce a final FIA that will be presented to the City Council.

Task 3. Meetings

For each project, GCG will attend up to four (4) meetings in association with preparation of the FIA. These meetings may include, but will not be limited to, the following:

- A kickoff meeting to review the scope of work, coordinate the planning and data gathering effort, confirm the work schedule and develop baseline data requirements, and collect additional documents and data
- Meetings with City staff to review cost and revenue assumptions, to confirm service standards, personnel needs, and operating costs for services to be evaluated on a case study basis, and to discuss funding mechanisms that would be used if fiscal deficits are projected
- Meetings with project team members to present and discuss the draft FIA
- A meeting with and presentation to the City Council

EXHIBIT B

**CITY OF TRACY
BUDGET AND FEE SCHEDULE
FOR TASK ORDER NO. 8
TO MASTER PROFESSIONAL SERVICES AGREEMENT
TAX CONSULTING AND ADMINISTRATION SERVICES FOR
SPECIAL FINANCING DISTRICTS**

A. SERVICES

The budget associated with the Scope of Work set forth in Exhibit One is broken down as follows:

Base Fiscal Model: \$40,000
Project-Specific FIAs: \$25,000 - \$35,000 per project
(Based on project size and land uses)

For additional services pertaining to project-specific fiscal analyses that are outside the scope of work, GCG will bill for services on a time and materials basis using the hourly rates identified below; however, total billings may not exceed the maximum budget without prior written consent from the City. GCG will only be paid for hours worked and expenses incurred. The maximum fee will be subject to an inflation adjustment after fiscal year 2019-20. Services will be billed based on the following hourly fee schedule:

GCG Hourly Service Rates *	
Managing Principal	\$310/Hour
Senior Principal	\$300/Hour
Principal	\$260/Hour
Vice President	\$240/Hour
Senior Associate	\$225/Hour
Associate	\$210/Hour
Analyst	\$195/Hour
Research Assistant	\$95/Hour

**** The rates reflected above are valid through December 31, 2019, and may be adjusted thereafter.***

B. LIMITATIONS

The maximum budgets set forth above do not include the following items, which will be provided under separate contract if such services are requested:

- Attendance at more than four meetings for each project's FIA
- Preparation of more than one administrative draft, one draft, and one final FIA for any Project

RESOLUTION _____

APPROVING TASK ORDER NO. 6 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP FOR TAX CONSULTING AND ADMINISTRATION SERVICES OF SPECIAL FINANCING DISTRICTS

WHEREAS, in 2015 the City entered into a Master Professional Services Agreement (Agreement) with Goodwin Consulting Group, Inc. (GCG) to perform tax consulting and special financing district formation services, and

WHEREAS, GCG currently performs annual administration for Community Facilities Districts 2016-1 (Tracy Hills), 2016-2 (Ellis), and 2006-1 (Northeast Industrial Area, Phase II), and

WHEREAS, the City desires GCG to perform the annual administrative services for the following districts listed below, and;

- | | | |
|-------------------------------|-------------------------------|-----------------------|
| CFD 89-1 Northeast Industrial | CFD 93-1 Tracy Marketplace | CFD 93-1 I-205 |
| CFD 99-1 Northeast Industrial | CFD 06-1 Northeast Ind., PH 1 | AD 94-1 W Naglee |
| AD 93-2 Woodfield | AD 96-1 Surland | AD 97-1 Park Atherton |
| AD 97-2 Bridle Creek | AD 95-1 Pheasant Run | |

- TOPJPA 2011, Series A (AD 98-4 Morrison, CFD 3-02 Heartland, CFD 99-2 MacArthur)
- TOPJPA 2005 (CFD 98-3 Plan C, CFD 98-1 Plan C)
- TOPJPA 2005 SR C (CFD 2000-1)
- Limited Obligation Bonds (AD 2003-01 Berg Road)

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves Task Order No. 6 to the Master Professional Services Agreement for Tax Consulting and Administration Services for Special Financing Districts for the annual district administration of the aforementioned special financing districts.

* * * * *

The foregoing Resolution 2019_____ was adopted by City Council on the 19th day of November, 2019, by the following vote:

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

Mayor

ATTEST

City Clerk

RESOLUTION _____

APPROVING TASK ORDER NO. 7 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP FOR TAX CONSULTING AND ADMINISTRATION SERVICES OF SPECIAL FINANCING DISTRICTS

WHEREAS, in 2015 the City entered into a Master Professional Services Agreement (Agreement) with Goodwin Consulting Group, Inc. (GCG) to perform tax consulting and special financing district formation services, and

WHEREAS, GCG has previously performed analyses on San Joaquin County (County) tax sharing agreements for the City, reviewing implications on development, and

WHEREAS, the City desires GCG to perform analyses of City and County current Agreements to identify impacts on the City's ability to provide municipal services to the Tracy Community and on the County's ability to provide countywide services to area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves Task Order No. 7 to the Master Professional Services Agreement for Tax Consulting and Administration Services for Special Financing Districts for consulting services pertaining to the City's tax sharing agreements with the County.

* * * * *

The foregoing Resolution 2019_____ was adopted by City Council on the 19th day of November, 2019, by the following vote:

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

Mayor

ATTEST

City Clerk

RESOLUTION _____

APPROVING TASK ORDER NO. 8 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH GOODWIN CONSULTING GROUP FOR TAX CONSULTING AND ADMINISTRATION SERVICES OF SPECIAL FINANCING DISTRICTS

WHEREAS, in 2015 the City entered into a Master Professional Services Agreement (Agreement) with Goodwin Consulting Group, Inc. (GCG) to perform tax consulting and special financing district formation services, and

WHEREAS, the City desires GCG to assist the City of Tracy (City) with evaluating the fiscal impacts of projects when annexations into the City, amendments to the City's General Plan, rezoning, or other such changes in jurisdiction, land use, or entitlements are proposed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves Task Order No. 8 to the Master Professional Services Agreement for Tax Consulting and Administration Services for Special Financing Districts for fiscal impact analyses of new developments.

* * * * *

The foregoing Resolution 2019_____ was adopted by City Council on the 19th day of November, 2019, by the following vote:

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

Mayor

ATTEST

City Clerk

AGENDA ITEM 4.G

REQUEST

APPROVE REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND THREE PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN SCHULTE ROAD AND LINNE ROAD, CIP 73144

EXECUTIVE SUMMARY

The Corral Hollow Road Widening project from West Schulte Road to Linne Road requires acquisition of portions of real properties for right-of-way (ROW) and easements from fifty-five (55) properties fronting the roadway. The City and its consultant, Associated Right of Way, Inc., have been working with various property owners for such acquisitions for almost one year. The City has acquired right-of-way and temporary construction easements from thirty-four (34) properties. Negotiations for the purchase of three real properties have been concluded and staff is requesting City Council's approval for the purchase of real property including temporary construction easements. The City will continue working with the remaining property owners for friendly acquisition of right-of-way and easements.

DISCUSSION

The widening of Corral Hollow Road between Old (west) Schulte Road and Linne Road is an approved Capital Improvement Project (CIP 73144) with an estimated cost of \$20 million. The majority of the Project's funding is provided by Measure K funds and Tracy Infrastructure Master Plan (TIMP) fees.

The widening of Corral Hollow Road requires the acquisition of fifty-five (55) real properties and easements for ROW purposes from fifty-two (52) adjacent property owners. The City acquired the services of Consultant for assistance with acquisition of ROW for this project. The City, in coordination with the Consultant, has successfully negotiated and acquired ROW and necessary easements from thirty-four (34) properties. The City is in the final stages of negotiations for settlement with another twelve (12) property owners. In addition, the City has reached an impasse with nine (9) property owners.

Listed below are the three (3) property owners with whom staff recommends entering into agreements for the purchase of ROW and temporary construction easements. Since the settlement amounts for each of these properties exceeds \$50,000, City Council's approval is necessary in accordance with Tracy Municipal Code Section 2.20.290.

<u>Property Owner</u>	<u>Assessor's Parcel #</u>	<u>Purchase Amount</u>
1. Correll Revocable Trust	244-030-22	\$ 90,000
2. Crampton	242-030-01	\$ 106,000
3. Smith	240-100-11	\$ 90,000

Staff will continue working with the remaining property owners for acquisition of right-of-way. Staff intends to advertise the project for construction bids by early next year and start construction in July 2020.

STRATEGIC PLAN

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

FISCAL IMPACT

The widening of Corral Hollow Road between (West) Schulte and Linne Road, CIP 73144, is an approved Capital Improvement Project with sufficient funds available for the acquisition of real property and temporary construction easements totaling \$281,000. The current project budget status is as follows:

Fund Name	Expenses to Date	Budget Available
242 - Transp Sales Tax	\$ 1,405,911	\$ 1,594,089
245 - Gas Tax	\$ 82,735	\$ -
363 - TIMP traffic	\$ 1,191,728	\$ 1,679,858
808- Reg Transport Impact	\$ 157,616	\$ -
Total	\$ 2,837,990	\$ 3,273,947

RECOMMENDATION

That City Council, by resolution, approve the real property purchase agreements between the City of Tracy and three property owners for acquisition of right of way and easements required for the Widening of Corral Hollow Drive between Schulte Road to Linne Road, CIP 73144.

Prepared by: Ripon Bhatia, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

- A. Correll Agreement
- B. Crampton Agreement
- C. Smith Agreement

GRANTOR: CORRELL
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 244-030-22 & 244-020-37

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

This Agreement is based on the following facts:

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

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

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

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner, means **MICHAEL W. CORRELL AND CATHERINE Y. CORRELL, TRUSTEES OF THE CORRELL REVOCABLE TRUST DATED JUNE 11, 2014.**

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

Fee means fee simple portion of the Property, as described in Attachment 2, Exhibit A and B.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 3 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.0110-5413222.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 3 including its Exhibit A.

3. Purchase.

- A. Consideration. CITY shall pay the sum of Ninety Thousand and no/100 Dollars (\$90,000.00) to the Escrow Account as consideration for the Fee and TCE. This consideration shall be deposited to the Escrow Account upon approval of the CITY of the contract documents herein and referred to in this Agreement for Purchase of Fee and

Temporary Construction Easement and that no work shall commence until deposit has been made.

B. Deductions. CITY may deduct and pay from the consideration any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. CITY shall allow GRANTOR to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which escrow closes for this transaction. The CITY shall provide twenty (20) days written notice to GRANTOR of any such liens, bond demands and delinquent taxes due in any year except the year in which escrow closes for this transaction to satisfy the same prior to deducting and paying the same from the consideration deposited to the Escrow Account.

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

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

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

F. Improvements. The consideration in Section 3.A. includes payment for the following improvements: landscaping, paving, masonry columns with lamps, wrought-iron fencing, automatic swing gates, chain link fencing with gates, block border wall, water drip line with spigot affixed to the Fee and TCE areas, unless other disposition of these improvements have been made.

G. Cost to Cure Damages. The consideration in Section 3.A. includes payment in full for GRANTOR to perform the following work: install masonry columns with lamps, wrought iron fencing, reconstruct access gate, chain-link fence with gates, plant 7 nursery trees and install water drip line.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 3 including its Exhibit A.

B. Permit. The TCE permits CITY to enter upon Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY's first entry on the TCE area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it begins construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

GRANTOR shall maintain the rights of ingress to and egress from the TCE to their Property at all times during the construction period.

C. Permit Extension. In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to

the Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.

D. Restoration. The CITY agrees to promptly restore any damage to the TCE area (including the parcels upon which the TCE is situated), and any improvements located there (not already accounted for in Section 3.G. herein), caused by CITY'S entry or work performed in connection with the Project.

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

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

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

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

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Section 3.A herein are deposited into the escrow controlling this transaction. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

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

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

10. Hazardous Wastes. The acquisition price of the Fee and TCE being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability,

including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY.

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

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

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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

13. Remedies for Breach. GRANTOR and CITY are entitled to pursue any and all remedies available in the event of a breach of this Agreement by the other party, including, without limitation, claims for all damages attributable to either parties' breach, and specific performance of this Agreement.

14. Miscellaneous.

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

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

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

C. Specific Performance. In the event of the GRANTOR'S or CITY'S breach of this Agreement, either party shall be entitled to pursue any and all remedies available to it, including, without limitation, claims for damages attributable to either parties' breach, and specific performance of this Agreement.

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

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

[Signatures on the following page]

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

CITY OF TRACY:

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

GRANTOR/PROPERTY OWNER(S):

By: Michael W. Correll
Michael W. Correll

Date: 10-29-19

By: Catherine Y. Correll
Catherine Y. Correll

Date: 10/29/19

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) and B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)

PROPERTY LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF CORRAL HOLLOW ROAD, BEING SOUTH 0° 12' WEST 2671.40 FEET AND SOUTH 89° 21' EAST 30.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 89° 21' EAST 208.71 FEET; THENCE SOUTH 0° 12' WEST 208.71 FEET; THENCE NORTH 89° 21' WEST 208.71 FEET TO THE EAST LINE OF CORRAL HOLLOW ROAD; THENCE NORTH 0° 12' EAST, 208.71 FEET TO THE POINT OF BEGINNING.

APN: 244-030-220-000

Portions of this Property needed in Fee and TCE

AND

Real property in the City of Tracy , County of San Joaquin, State of California, described as follows: LOT A, AS SHOWN UPON MAP ENTITLED, TRACT NO. 2829, EDGEWOOD UNIT NO. 6, IN THE CITY OF TRACY, FILED FOR RECORD OCTOBER 28, 1999 IN VOL. 34 OF MAPS AND PLATS, PAGE 75, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ONE-HALF (1/2) INTEREST OF EVERY TYPE OR NATURE IN THE OIL, MINERAL AND GAS RIGHTS, ON THE ABOVE DESCRIBED PROPERTY, AS EXCEPTED IN DEED EXECUTED BY GERTRUDE M. KENNEDY, RECORDED JULY 7, 1977, IN BOOK 4280 OF OFFICIAL RECORDS, PAGE 502, SAN JOAQUIN COUNTY RECORDS.

APN: 244-020-370-000

Portion of this Property needed in TCE

GRANTOR: CRAMPTON
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 242-030-01

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

This Agreement is based on the following facts:

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

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

- A. *Business Days.* Whenever any action must be taken under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "*Business Day*" shall mean any day other than a Saturday, a Sunday, a legal holiday on which national banks are not open for general business in the State of California or a Friday in which the Tracy City Hall is closed to the public.
- B. *City* means the CITY of Tracy, a municipal corporation, and its officers, employees, agents and contractors.
- C. *Project* means the CITY'S Corral Hollow Road Widening.
- D. *Grantor, or Property Owner,* means HELEN K. CRAMPTON.
- E. *Property* means the parcel(s) owned by GRANTOR on which the fee, and temporary construction easement are located, identified in Attachment 1 (Legal Description).
- F. *Fee* means fee simple of the Property, as described in Attachment 2, Exhibit A and Exhibit B.
- G. *TCE* or the *TCE Area* means the Temporary Construction Easement Agreement, described in Attachment 3, including its Exhibit A and Exhibit B.
- H. *Escrow* or *Escrow Account* means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No. 0110-5410369.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a Grant Deed, and Temporary Construction Easement

Agreement suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed), and a temporary construction easement agreement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) GRANTOR's removal of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes is a condition precedent to the Closing. The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2 with Exhibits A (Legal Description) and B (Plat Map), and Attachment 3 including its Exhibit A and Exhibit B.

3. Purchase.

A. Consideration. CITY shall pay the sum of One Hundred Six Thousand and no/100 Dollars (\$106,000.00) (the "Purchase Price") to the Escrow Account as consideration for the Fee and TCE.

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

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

D. Escrow and title charges. CITY agrees to pay all escrow, recording, documentary transfer taxes, and title insurance charges, if any, incurred in this transaction. CITY shall pay for the cost of a Title Insurance Policy Premium for standard ALTA owner's coverage, insuring GRANTOR's title in the Property, less the Fee

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

F. Improvements. The consideration in Section 3.A. includes payment for the loss of the following improvements: 204 Feet of 6-Rail Paddock Fencing, 320 Feet of 6 Foot High Chain-Link Fencing, Four 6 Foot High Chain-Link Gates, Twelve Rail Ties, One Large Tree, One Large Bush, Four Medium Bushes, 50 Feet of 2 Foot High Wooden/Mesh Fencing, Septic System, Gravel and a Mailbox.

G. Cost to Cure Damages. The consideration in Section 3.A. includes payment in full for GRANTOR to perform the following work: replace all items listed in Section 3.F. above.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR and CITY shall deposit in the Escrow Account a *Temporary Construction Easement Agreement*, suitable for recordation, in substantially the form set forth in Attachment 3, including its Exhibit A and Exhibit B.

B. Permit. The TCE permits CITY to enter upon GRANTOR'S Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY's first entry on the TCE Area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

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

C. Permit Extension In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Construction Easement Agreement may be extended by an amendment to the Temporary Construction Easement Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.

D. Restoration. The CITY agrees to promptly restore any damage to the TCE Area (including the parcels upon which the TCE is situated, and any improvements located thereon (not already accounted for in Section 3.G. herein), caused by CITY'S entry or work performed in connection with the Project.

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

5. Permission to Enter GRANTOR'S Land for Construction Purposes. After the Closing, permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to install a new driveway approach which will be impacted by the CITY'S acquisition. Thus, portions of the driveway will require repair. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its ongoing maintenance and repair.

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

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

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the Closing.

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

9. Closing.

A. **Escrow Instructions.** CITY shall prepare escrow instructions in accordance with this Agreement for GRANTOR's approval and execution..

B. **Closing Date.** The closing of the transaction contemplated by this Agreement (the "Closing") shall take place within three Business Days' after CITY deposits the Purchase Price with Escrow. Notwithstanding the foregoing, in no event will Closing occur later than one hundred twenty (120) days after GRANTOR's execution of this Agreement unless the parties otherwise agree in writing. CITY acknowledges and agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by CITY of its obligations to purchase the Fee and TCE, pay the Purchase Price, and otherwise consummate the transactions contemplated in this Agreement.

C. **GRANTOR's Closing Deliverables.**

(i) One (1) original grant deed in substantially the form attached hereto as Attachment 2 in proper form for recording so as to convey title to the Fee as required by this Agreement;

(ii) One (1) original Temporary Construction Easement Agreement in substantially the form set forth in Attachment 3; and

(iii) All other documents reasonably necessary or otherwise required by Escrow to consummate the transactions contemplated by this Agreement.

D. **CITY's Closing Deliverables.**

(i) One (1) original Temporary Construction Easement Agreement in substantially the form set forth in Attachment 3;

- (ii) The Purchase Price, in cash or otherwise immediately available funds; and
- (iii) All other documents reasonably necessary or otherwise required by Escrow to consummate the transactions contemplated by this Agreement.

10. Hazardous Wastes. GRANTOR makes no warranty with respect to any aspect of the Fee and TCE, including, without limitation, the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Fee and TCE (or any adjoining or neighboring property) or in any water on or under the Fee and TCE. The Closing hereunder shall be deemed to constitute an express waiver of CITY's right to recover from GRANTOR and, by proceeding to the Closing, GRANTOR shall be deemed to the greatest extent allowed by applicable law to have forever released, covenanted not to sue and discharged CITY from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition or any other aspect of the Fee and TCE. This Section 10 shall survive the Closing.

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

12. AS-IS, WHERE IS. Except as expressly set forth in this Agreement to the contrary, CITY is expressly purchasing the Fee and TCE Area in its existing condition "**AS-IS, WHERE IS, AND WITH ALL FAULTS**". CITY has undertaken all such investigations of the Fee and TCE Area as Purchaser deems necessary or appropriate under the circumstances as to the status of the Fee and TCE Area, and based upon same, CITY is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

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

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement or the Closing.

15. Miscellaneous.

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

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

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

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

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

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

F. Attorneys' Fees. If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement (or to obtain any other remedy regarding any breach of this Agreement), arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in a final, non-appealable judgment regarding the suit, action, or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses, court costs, and other expenses, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

G. No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded.

[Signatures on the following page]

GRANTOR: CRAMPTON
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 242-030-01

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

CITY OF TRACY:

By: _____

Title: _____

Date: _____

GRANTOR/PROPERTY OWNER(S)

By: Helen K. Crampton
Helen K. Crampton

Date: 10-25-2019

Approved as to Form:

By: _____

Title: _____

ATTACHMENT 1

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

LOT 15 OF TRACT NO. 182 MOUNTAIN VIEW HOMESTEAD, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD IN VOL. 13 OF MAPS AND PLATS, PAGE 13, SAN JOAQUIN COUNTY RECORDS.

APN: 242-030-010-000

GRANTOR: SMITH
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 240-100-11

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

This Agreement is based on the following facts:

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

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

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

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner, means **MILTON EARL SMITH AND PATRICIA ANN SMITH, HUSBAND AND WIFE, AS JOINT TENANTS.**

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

Fee means fee simple of the Property, as described in Attachment 2, Exhibit A and B.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 3 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.0110-5411013.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 3 including its Exhibit A.

3. Purchase.

A. Consideration. CITY shall pay the sum of Ninety Thousand and no/100 Dollars (\$90,000.00) to the Escrow Account as consideration for the Fee and TCE.

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

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

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

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

F. Improvements. The consideration in Section 3.A includes payment for the following improvements: 1 medium tree, 1 small tree, 82' metal rail fencing, 2 metal gates, 82' stone border, 2 stone veneer walls, 17 masonry pillars, 26' chain-link fencing with screening, 65' concrete curb, 14' water line spigot, 1,700 sf lawn, 1,700 sf lawn sprinklers and 1 mailbox – affixed to the Fee and TCE areas, unless other disposition of these improvements have been made.

G. Cost to Cure Damages. The consideration in Section 3.A includes in full for GRANTOR to perform the following work: 66' metal rail fencing, 2 metal gates, 66' stone border, 2 stone veneer walls, 14 masonry pillars, 12' chain-link fencing with screening, 49' concrete curb, 14' water line and spigot, install concrete driveway apron and one mail box.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 3 including its Exhibit A.

B. Permit. The TCE permits CITY to enter upon GRANTOR'S Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY'S first entry on the TCE area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

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

C. Permit Extension In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to the Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.

D. Restoration. The CITY agrees to promptly restore any damage to the TCE area (including the parcels upon which the TCE is situated), and any improvements located there, (not already accounted for in Section 3.G herein), caused by CITY'S entry or work performed in connection with the Project.

E. Grantor's Conveyance. If the GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement. GRANTOR shall notify the successor or assignor

of the rights and obligations under this Agreement. CITY has no obligation to compensate a successor or assignee for the rights and interests granted to CITY under this Agreement.

5. Permission to Enter GRANTOR'S Land for Construction Purposes. Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to relocate a mailbox and install a new driveway approach, all of which will be impacted by the CITY'S acquisition. Said driveway approach shall consist of the following: conforming driveway dirt apron to the new roadway. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

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

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

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Section 3.A herein are deposited into the escrow controlling this transaction. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

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

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

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

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

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

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

[Signatures on the following page]

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

CITY OF TRACY:

By: _____

Title: _____

Date: _____

GRANTOR/PROPERTY OWNER(S):

By: Milton Earl Smith
Milton Earl Smith

Date: Nov. 1, 2019

By: Patricia Ann Smith
Patricia Ann Smith

Date: November 1, 2019

Approved as to Form:

By: _____

Title: _____

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

A PORTION OF THE EAST HALF OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 00 DEGREES 22' 30" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 31, 2867.53 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, SOUTH 89 DEGREES 46' WEST 242.00 FEET; THENCE SOUTH 00 DEGREES 22' 30" EAST 142.08 FEET; THENCE NORTH 89 DEGREES 46' EAST 191.95 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 08' 30" AN ARC LENGTH OF 31.46 FEET, THE LONG CHORD OF WHICH BEARS NORTH 44 DEGREES 41' 45" EAST, 28.32 FEET; THENCE SOUTH 00 DEGREES 22' 30" EAST, 80.05 FEET; THENCE NORTH 89 DEGREES 46' EAST 30.00 FEET TO THE AFOREMENTIONED EASTERLY LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG SAID EASTERLY LINE OF SECTION 31, NORTH 00 DEGREES 22' 30" WEST 202.08 FEET TO THE POINT OF BEGINNING.

APN: 240-100-11

RESOLUTION 2019-_____

APPROVING REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND THREE PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN OLD (WEST) SCHULTE ROAD AND LINNE ROAD, CIP 73144

WHEREAS, The Corral Hollow Road Widening project from West Schulte Road to Linne Road requires acquisition of portions of real properties for right-of-way (ROW) and easements from fifty-five (55) properties fronting the roadway, and

WHEREAS, The City and its consultant, Associated Right of Way, Inc., have been working with various property owners for such acquisitions for almost one year, and

WHEREAS, The City, in coordination with the Consultant, has successfully negotiated and acquired ROW and necessary easements from thirty-four (34) properties, and

WHEREAS, There are three (3) property owners with whom staff recommends entering into agreements for the purchase of ROW and temporary construction easements:

<u>Property Owner</u>	<u>Assessor's Parcel #</u>	<u>Purchase Amount</u>
1. Correll Revocable Trust	244-030-22	\$ 90,000
2. Crampton	242-030-01	\$ 106,000
3. Smith	240-100-11	\$ 90,000

WHEREAS, The settlement amounts for each of these properties exceeds \$50,000 and City Council's approval is necessary in accordance with Tracy Municipal Code Section 2.20.290, and

WHEREAS, Staff will continue working with the remaining property owners for acquisition of right-of-way, and

WHEREAS, The widening of Corral Hollow Road between (West) Schulte and Linne Road, CIP 73144, is an approved Capital Improvement Project with sufficient funds available for the acquisition of real property and temporary construction easements totaling \$281,000. The current project budget status is as follows;

Fund Name	Expenses to Date	Budget Available
242 - Transp Sales Tax	\$ 1,405,911	\$ 1,594,089
245 - Gas Tax	\$ 82,735	\$ -
363 - TIMP traffic	\$ 1,191,728	\$ 1,679,858
808- Reg Transport Impact	\$ 157,616	\$ -
Total	\$ 2,837,990	\$ 3,273,947

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the real property purchase agreements between the City of Tracy and three property owners for acquisition of right-of-way and easements required for the Widening of Corral Hollow Drive between Old (west) Schulte Road to Linne Road, CIP 73144.

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 19th day of November, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 4.H

REQUEST

ACCEPT TRACY MUNICIPAL AIRPORT NEW ROTATING BEACON ON EXISTING TOWER PROJECT, CIP 77581, AIP NO. 3-06-0259-19, COMPLETED BY VELLUTINI CORPORATION dba ROYAL ELECTRIC COMPANY OF SACRAMENTO, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE COUNTY, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT

EXECUTIVE SUMMARY

This Project included removing the existing airport beacon and power and control facilities, furnishing and installing a new airport beacon on the existing tower, and furnishing and installing new duct and cable at the Tracy Municipal Airport, CIP 77581. The contractor has completed the New Rotating Beacon on Existing Tower at the Tracy Municipal Airport Project, CIP 77581, in accordance with project plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the Project to enable the City Engineer to release the contractor's bonds and retention payment.

DISCUSSION

On November 20, 2018, City Council awarded a construction contract to Vellutini Corporation dba Royal Electric Company, of Sacramento, California, in the total amount of \$44,444, for the New Rotating Beacon on Existing Tower at the Tracy Municipal Airport Project, CIP 77581.

The Federal Aviation Administration (FAA) provided the City with AIP Grant No. 3-06-0259-19 in the amount of \$1,846,827 to provide funds to cover 90% of the costs for the New Airport Beacon on Existing Tower and for the Reconstruction of Tee Hangar Taxilanes Project (CIP 77580), at the Tracy Municipal Airport. The City is responsible for 10% of the total cost.

The scope of work included furnishing and installing a new rotating beacon on the existing beacon tower at the Tracy Municipal Airport.

The detailed construction activities included removing the existing airport beacon and power and control facilities, furnishing and installing new airport beacon on the existing tower, and furnishing and installing new duct and cable.

The Project improvement plans and specifications were completed by Reinard W. Brandley, Consulting Airport Engineer, of Loomis, California.

No change orders were issued.

The Project construction contract unit prices are based on estimated engineering quantities. Actual payment is based on field-measured quantities installed by the contractor. According to the City's inspection records, actual field measured quantities matched the contract quantities in the amount of \$44,444.

Status of budget and project costs is as follows:

A. Construction Contract Amount	\$	44,444
B. Approved Change Orders	\$	-
C. Design, Construction Management, Inspection, Testing, & Miscellaneous expenses	\$	13,354
D. Project Administrative Charges	\$	2,017
<u>Total Project Costs</u>	\$	<u>59,815</u>
FAA Participation	\$	53,525
City (CIP) Participation	\$	6,290
Budgeted Amount – Total Project	\$	68,248

The Project has been completed within the available budget, within the time frame of the original contract, including rain delays, per plans, specifications, and City of Tracy standards.

STRATEGIC PLAN

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

FISCAL IMPACT

The New Rotating Beacon on Existing Tower at the Tracy Municipal Airport Project, CIP 77581, is an approved Capital Improvement Project with a total project cost of \$59,815. The total project budget is \$68,248 with \$55,840 coming from the FAA and \$12,408 from the General Projects Fund (F301). The remaining funds of \$6,114 from the General Projects Fund (F301) will be released back into fund balance.

RECOMMENDATION

That City Council, by resolution, accept the New Rotating Beacon on Existing Tower at the Tracy Municipal Airport Project, CIP 77581, completed by Vellutini Corporation dba Royal Electric Company, of Sacramento, California, authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorize the City Engineer to release the bonds and retention payment, and authorize the Finance Department to close the Project.

Agenda Item 4.H
November 19, 2019
Page 3

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2019-_____

ACCEPTING THE TRACY MUNICIPAL AIRPORT NEW ROTATING BEACON ON EXISTING TOWER PROJECT, CIP 77581, AIP NO. 3-06-0259-19, COMPLETED BY VELLUTINI CORPORATION dba ROYAL ELECTRIC COMPANY OF SACRAMENTO, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT

WHEREAS, On November 20, 2018, City Council awarded a construction contract to Vellutini Corporation dba Royal Electric Company of Sacramento, California, in the total amount of \$ 44,444 for the new rotating beacon on existing tower at the Tracy Municipal Airport Project, CIP 77581, and

WHEREAS, The scope of work included removing the existing airport beacon and power and control facilities, furnishing and installing new airport beacon on the existing tower, and furnishing and installing new duct and cable, at the Tracy Municipal Airport, and

WHEREAS, No change orders were issued, and

WHEREAS, Actual field measured quantities match the contract quantities in the amount of \$44,444, and

WHEREAS, Status of budget and Project costs is as follows:

A. Construction Contract Amount	\$	44,444
B. Approved Change Orders	\$	-
C. Design, Construction Management, Inspection, Testing, & Miscellaneous expenses	\$	13,354
D. Project Administrative Charges	\$	2,017
<u>Total Project Costs</u>	<u>\$</u>	<u>59,815</u>
FAA Participation	\$	53,525
City (CIP) Participation	\$	6,290
Budgeted Amount – Total Project	\$	68,248

WHEREAS, The Project has been completed within the available budget, within the time frame of the original contract, including rain delays, per plans, specifications, and City of Tracy standards, and

WHEREAS, The New Rotating Beacon on Existing Tower at the Tracy Municipal Airport Project, CIP 77581, is an approved Capital Improvement Project with a total project cost of \$59,815. The total project budget is \$68,248 with \$55,840 coming from the FAA and \$12,408 from General Projects Fund (F301). The remaining funds of \$6,114 from General Projects Fund (F301) will be released back into fund balance;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the New Rotating Beacon on Existing Tower at the Tracy Municipal Airport Project, CIP 77581, as completed by Vellutini Corporation dba Royal Electric Company of Sacramento, California, authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorizes the City Engineer to release the bonds and retention payment, and authorize the Finance Department to close the Project.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of November, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 4.I

REQUEST

**SUBMIT A LETTER TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS
FORMALLY REQUESTING THAT THE REGIONAL TRANSPORTATION PLAN BE
AMENDED TO INCLUDE CONSTRUCTION OF THE VALLEY LINK RAIL PROJECT**

EXECUTIVE SUMMARY

At the October 15, 2019 Council meeting, Council Member Vargas, member of the Tri-Valley – San Joaquin Valley Regional Rail Authority, requested that the Council formally request the San Joaquin Council of Governments (SJCOG) to amend the Regional Transportation Plan (RTP) to include the Valley Link Rail Project.

DISCUSSION

The purpose of the Valley Link project is to provide improved transportation options for the more than 86,000 commuters that are travelling into the Bay Area on the I-580. Phase I of the project includes 42 miles of rail and 7 stations that include Lathrop, River Islands, Downtown Tracy, Mountain House, Greenville, Isabel and Dublin/Pleasanton BART station. The project includes seamless connections with BART and ACE. Daily ridership by 2040 is estimated at 28,000 with 25 trips per day. Phase II of the project will extend Valley Link from the Lathrop Station to the existing Stockton ACE/San Joaquins Station.

In the adopted 2018 Regional Transportation Plan (RTP), the Valley Link passenger rail project, under development by the Tri-Valley – San Joaquin Valley Regional Rail Authority, was included through the environmental phase. Understandably, at the time of adoption, the feasibility report for the Valley link project had not yet been completed. The Valley Link Project Feasibility Report has now been completed and includes anticipated costs for the project. The Authority anticipates that the environmental impact report will be available for public comment before the end of the current calendar year, with certification and adoption of the project likely in March of 2020, and 30% design completed in early summer of 2020. The Authority also anticipates that the emerging 9-county FASTER Bay Area measure that is planned for November of 2020 will include funding for the Valley Link project to the Alameda/San Joaquin County border.

Given the completion of the Valley Link Project Feasibility Report, and the identification of funding to carry forward the additional scope of work, the City would like to submit to SJCOG a formal request to amend the RTP to include the Valley Link project with the following scope: remaining design and capital phases, including engineering, right of way and construction, from the Alameda County/San Joaquin County border eastward to the Downtown Tracy Station. The scheduled year for opening of this service is 2027.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with receiving this report.

RECOMMENDATION

That the City Council submit a letter to the San Joaquin Council of Governments formally requesting that the Regional Transportation Plan be amended to include construction of the Valley Link Rail Project.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Draft Letter to SJCOG Requesting an RTP Amendment to Include the Valley Link Rail Project

ATTACHMENT A

November 19, 2019

Mr. Andrew T. Chesley
Executive Director
San Joaquin Council of Governments
555 E Weber Avenue
Stockton, CA 95202-2804

Dear Mr. Chesley:

In the adopted 2018 Regional Transportation Plan (RTP), the Valley Link passenger rail project, under development by the Tri-Valley – San Joaquin Valley Regional Rail Authority, was included through the environmental phase. Understandably, at the time of adoption, the feasibility report for the Valley link project had not yet been completed. The Valley Link project, however, fits right in line with many of the RTP policies. The purpose of the Valley Link project is to provide improved transportation options for the more than 86,000 commuters that are travelling into the Bay Area on the I-580. Also, included on a daily basis in this congested corridor are 20,000 trucks providing goods movement that is vital to economy. Commuter congestion is expected to increase 75% by 2040, with truck congestion expected to increase 58% within the same time period.

The Valley Link passenger rail project Phase I includes 42 miles of rail and 7 stations that include Lathrop, River Islands, Downtown Tracy, Mountain House, Greenville, Isabel and Dublin/Pleasanton BART station. The project includes seamless connections with BART and ACE. Daily ridership by 2040 is estimated at 28,000 with 25 trips per day. Phase II of the Valley Link passenger rail project will extend Valley Link from the Lathrop Station to the existing Stockton ACE/San Joaquins Station.

The Valley Link Project Feasibility Report has now been completed and the Authority anticipates that the environmental impact report will be available for public comment before the end of the current calendar year, with certification and adoption of the project likely in March of 2020, and 30% design completed in early summer of 2020. The Authority anticipates that the emerging 9-county FASTER Bay Area measure that is planned for November of 2020 will include funding for the Valley Link project to the Alameda/San Joaquin County border.

The purpose of this letter is to formally request an amendment to the Regional Transportation Plan that would include the Valley Link project with the following scope: remaining design and

November 13, 2019

Page 2 of 2

capital phases, including engineering, right of way and construction for the Valley Link passenger rail project from the Alameda County/San Joaquin County border eastward to the Downtown Tracy Station. The scheduled year for opening of this service is 2027.

The following is a breakdown of the costs associated with the final design, right of way and construction within the abovementioned project area:

Engineering:	\$11.4 M
Right of way:	\$10.0 M
Construction:	\$113.6 M
Project Implementation:	<u>\$27.9 M</u>
Total	\$162.9 M

The Authority understands that the Regional Transportation Plan must be financially constrained, and therefore identifies funding awards over multiple cycles from both the Transit and Intercity Rail Capital Program (TIRCP) and the Solutions for Congested Corridor Program (SCCP). These programs are relevant for the Valley Link passenger rail project due to the nature of the project, the high level of congestion on the I-580, the project's relevance in the State Rail Plan, and the interest in the project by State rail officials. The Authority anticipates \$100 M from the SCCP in 2020 and \$100 M from the TICRP in 2022.

Given the completion of the Valley Link Project Feasibility Report, and the identification of funding to carry forward the additional scope of work, we appreciate your consideration of the request to include the remaining design and capital phases in an amended Regional Transportation Plan. Please don't hesitate to contact us for additional information.

Sincerely,

Robert Rickman, Mayor

Veronica Vargas, Council Member

Nancy Young, Mayor Pro tem

Rhodesia Ransom, Council Member

Dan Arriola, Council Member

Cc: Michael Tree, Valley Link Executive Director

RESOLUTION 2019-_____

AUTHORIZING SUBMISSION OF A LETTER TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FORMALLY REQUESTING THAT THE REGIONAL TRANSPORTATION PLAN BE AMENDED TO INCLUDE CONSTRUCTION OF THE VALLEY LINK RAIL PROJECT

WHEREAS, The City recognizes the value of the Valley Link rail project to provide improved transportation options for the more than 86,000 commuters that are travelling into the Bay Area on the I-580, and

WHEREAS, In the adopted 2018 Regional Transportation Plan (RTP), the Valley Link passenger rail project, under development by the Tri-Valley – San Joaquin Valley Regional Rail Authority, was included only through the environmental phase, and

WHEREAS, The Valley Link Project Feasibility Report, and the identification of funding to carry forward the additional scope of work has been completed, and

WHEREAS, It is anticipated that the environmental impact report for the project will be available for public comment before the end of the current calendar year, with certification and adoption of the project likely in March of 2020, and 30% design completed in early summer of 2020,

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy authorizes the submission of a letter to the San Joaquin Council of Governments formally requesting that the Regional Transportation Plan be amended to include construction of the Valley Link rail project.

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 19th day of November 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

CITY CLERK

AGENDA ITEM 4.J

REQUEST

AUTHORIZE THE CITY MANAGER TO SUBMIT A PLANNING GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT IN COMPLIANCE WITH STATE SENATE BILL 2 AND EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE GRANT

EXECUTIVE SUMMARY

This agenda item is a request to authorize the City Manager to submit a grant application to the California Department of Housing and Community Development for professional planning services in accordance with Senate Bill 2, in an amount up to \$310,000. The professional services could apply to housing-related planning activities such as preparation of amendments to City regulations or design standards (e.g. parking, prepare “off-the-shelf” ADU building permit plans, revise the Zoning Ordinance to provide “by-right zoning” for multi-family development in commercial zones, re-zonings to be consistent with the General Plan, or others) to support or encourage residential development. This item also requests that Council authorize the City Manager to execute any contracts and documents related to the grant if the City’s application is approved.

DISCUSSION

Senate Bill 2 (SB 2), the Building Homes and Jobs Act, adopted in 2017, established a permanent source of funding (a statewide, \$75 recording fee on real estate documents) intended to increase the affordable housing stock in California. The legislation directs the California Department of Housing and Community Development (HCD) to use a portion of the revenue to establish a program that provides financial and technical assistance to local governments to update planning documents and land use ordinances. On March 29, 2019, HCD released a Notice of Funding Availability for grants authorized under the Planning Grants Program provisions of SB 2.

The SB 2 grants are intended for activities that have a community-wide impact and include the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Eligible grant activities include updates to general, community or specific plans, updates to zoning ordinances; environmental analyses that eliminate the need for project-specific review; and/or local process improvements that expedite local planning and permitting. One of the requirements to submit a grant application is a resolution from the City Council authorizing application for, and receipt of, SB 2 grant funds.

The City of Tracy is eligible to receive up to \$310,000 from the SB 2 Planning Grant Program. Potential planning activities to be funded by a grant include such alternatives as the following: (1) update the City’s parking regulations to be more in-line with requirements for residential development, (2) modify the General Plan to evaluate additional sites for residential development, (3) prepare zoning map amendments for residential development to be consistent with the General Plan (required by the City’s

current Housing Element), (4) develop plans for Tracy's potential Transit-Oriented Development site, (5) prepare "off-the-shelf" Accessory Dwelling Unit building permit plans, (6) amend the Zoning Ordinance to provide "by-right zoning" for multi-family development in Tracy's commercial zones, (7) modify the Design Goals and Standards to delineate "objective" criteria for multi-family or other residential development, (8) prepare CEQA "pre-clearance" (e.g., Negative Declaration) for multi-family housing on one or more vacant, multi-family-zoned sites, (9) evaluate alternatives to the City's Growth Management Ordinance to provide a more streamlined pathway to residential development. The current effort underway regarding Workforce/Affordable Housing, with PlaceWorks, will be used to help inform planning grant project priorities.

Upon City Council approval of the attached resolution, staff will submit the grant application and execute any necessary agreements between the City and State. If the grant is approved by the State, the City will seek professional consulting services to prepare General Plan, Tracy Municipal Code, Design Goals and Standards, or other City document amendments for City Council consideration.

STRATEGIC PLAN

This agenda item is not related to any of the Council's Strategic Plans.

FISCAL IMPACT

This agenda item will allow the City to apply for up to \$310,000 in grant funding to procure professional planning services. The grant does not require a match from the City or elsewhere. Staff time associated with managing the projects and completing grant reporting is not expected to require additional staff hours beyond the normal budgeted scope of duties.

RECOMMENDATION

Staff recommends that the City Council, by resolution, authorize the City Manager to submit a planning grant application to the California Department of Housing and Community Development in compliance with State Senate Bill 2 and execute any necessary documents related to the grant.

Prepared by: Alan Bell, Senior Planner

Reviewed by: Bill Dean, Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2019-_____

AUTHORIZING APPLICATION FOR, AND RECEIPT OF SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP), and

WHEREAS, The City Council desires to submit a project application for the PGP to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program, and

WHEREAS, The Department is authorized to provide up to \$123 million under the Senate Bill 2 (SB 2) Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program;

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

1. Authorizes the City Manager to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019, in the amount of \$310,000, and
2. In connection with the PGP grant, if the application is approved by the Department, authorizes the City Manager to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents"), and
3. Agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and the 2019 Planning Grants Program Application. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the Standard Agreement, and
4. Authorizes the City Manager to execute the City of Tracy Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

* * * * *

The foregoing Resolution 2019-_____ was adopted by the City Council on the 19th day of November 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 5

REQUEST

RECEIVE AND DISCUSS UPDATE FROM THE TRI-VALLEY - SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY ON THE PROGRESS OF THE VALLEY LINK PROJECT

EXECUTIVE SUMMARY

A verbal report will be provided on the progress of the Valley Link project from the Tri-Valley – San Joaquin Valley Regional Rail Authority (Authority) at the City Council meeting.

DISCUSSION

The Authority was formed in October 2017, after Assembly Bill 758 was signed into law by the Governor. The purpose of the Authority is facilitate and accelerate the planning and construction of a BART connection in the Tri-Valley, the planning of which traverses multiple Metropolitan Planning Organizations and Transportation Agencies.

Michael Tree, Executive Director of the Authority, will be present to provide a verbal update on the progress and activities of the project.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with receiving this report.

RECOMMENDATION

That the City Council receive and discuss update from the Tri-Valley – San Joaquin Valley Regional Rail Authority on the progress of the Valley Link Project.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

Attachment A – Tri Valley – San Joaquin Valley Regional Rail Authority PowerPoint

Valley Link

Connecting People, Housing and Jobs

Briefing
Materials



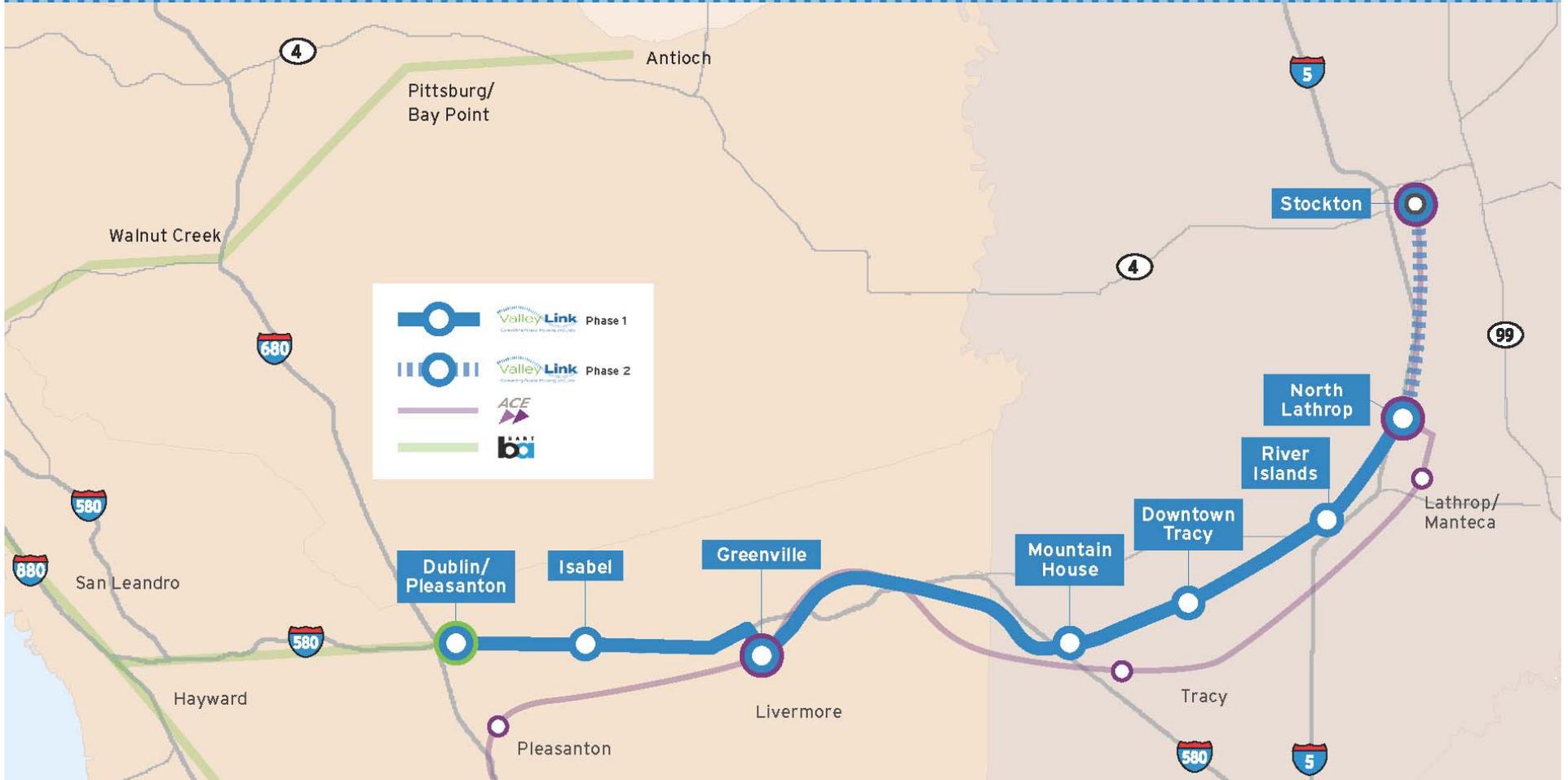
Tri-Valley & San Joaquin Valley
REGIONAL RAIL AUTHORITY

The Mega Commute on I-580

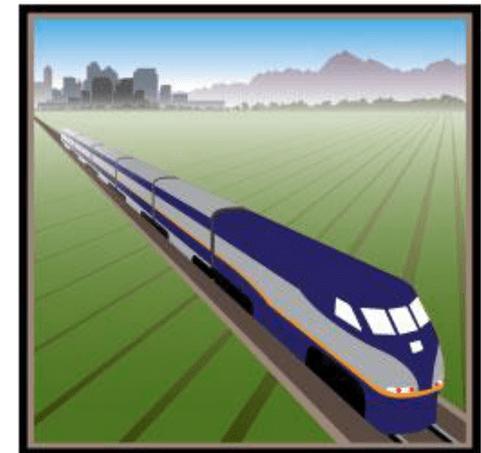


Tri-Valley & San Joaquin Valley
REGIONAL RAIL AUTHORITY

Valley Link



Altamont Corridor Vision Phase 1



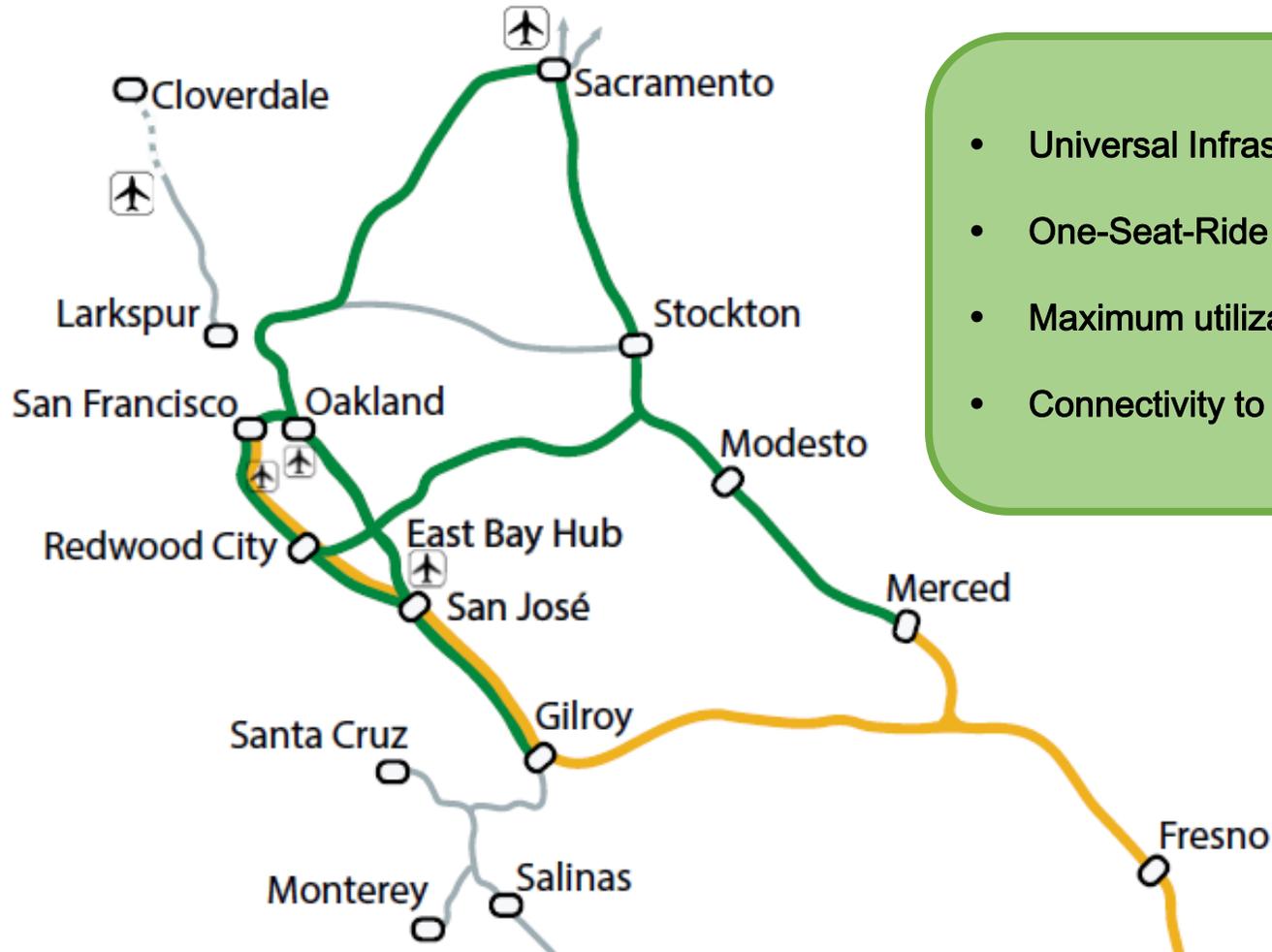
San Joaquin
Joint Powers Authority



November 2019



Megaregional Network Integration

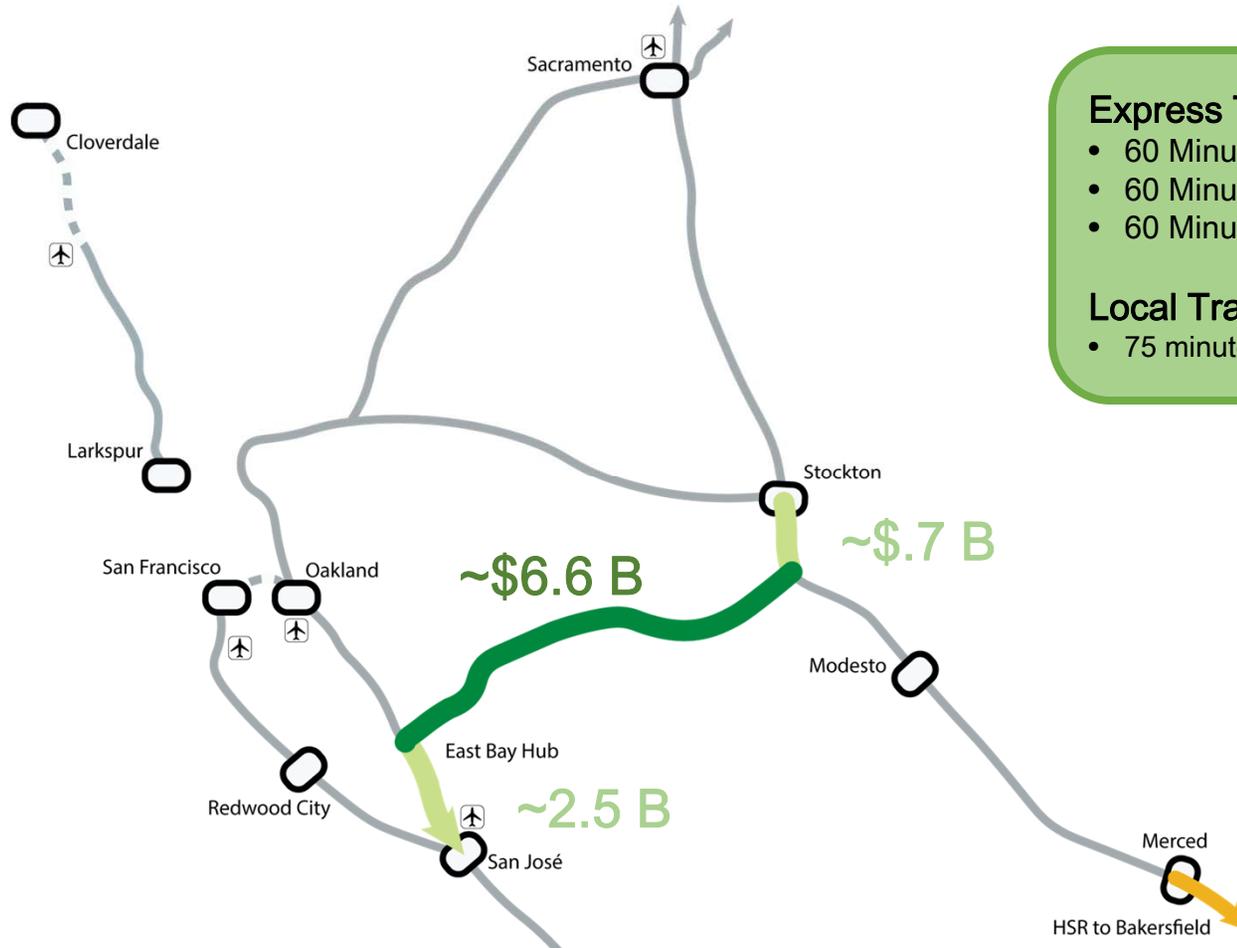


- Universal Infrastructure
- One-Seat-Ride throughout the Megaregion
- Maximum utilization of new Bay Crossings
- Connectivity to High Speed Rail

Altamont Corridor Vision



Universal corridors, shared facilities



Express Travel Times – One seat ride

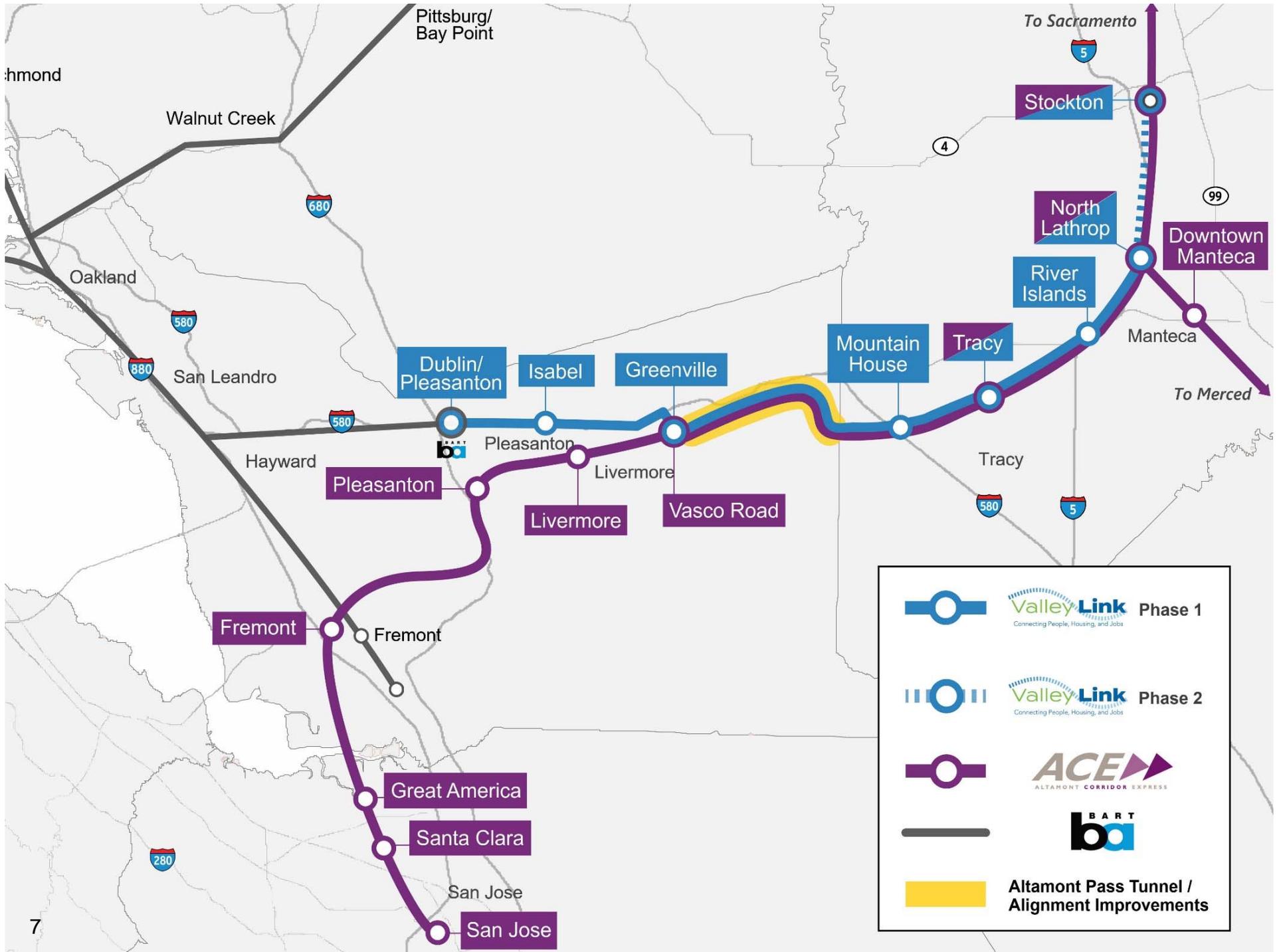
- 60 Minutes Stockton to San Jose
- 60 Minutes Stockton to Oakland
- 60 Minutes Stockton to Redwood City

Local Travel Times

- 75 minutes Stockton to San Jose

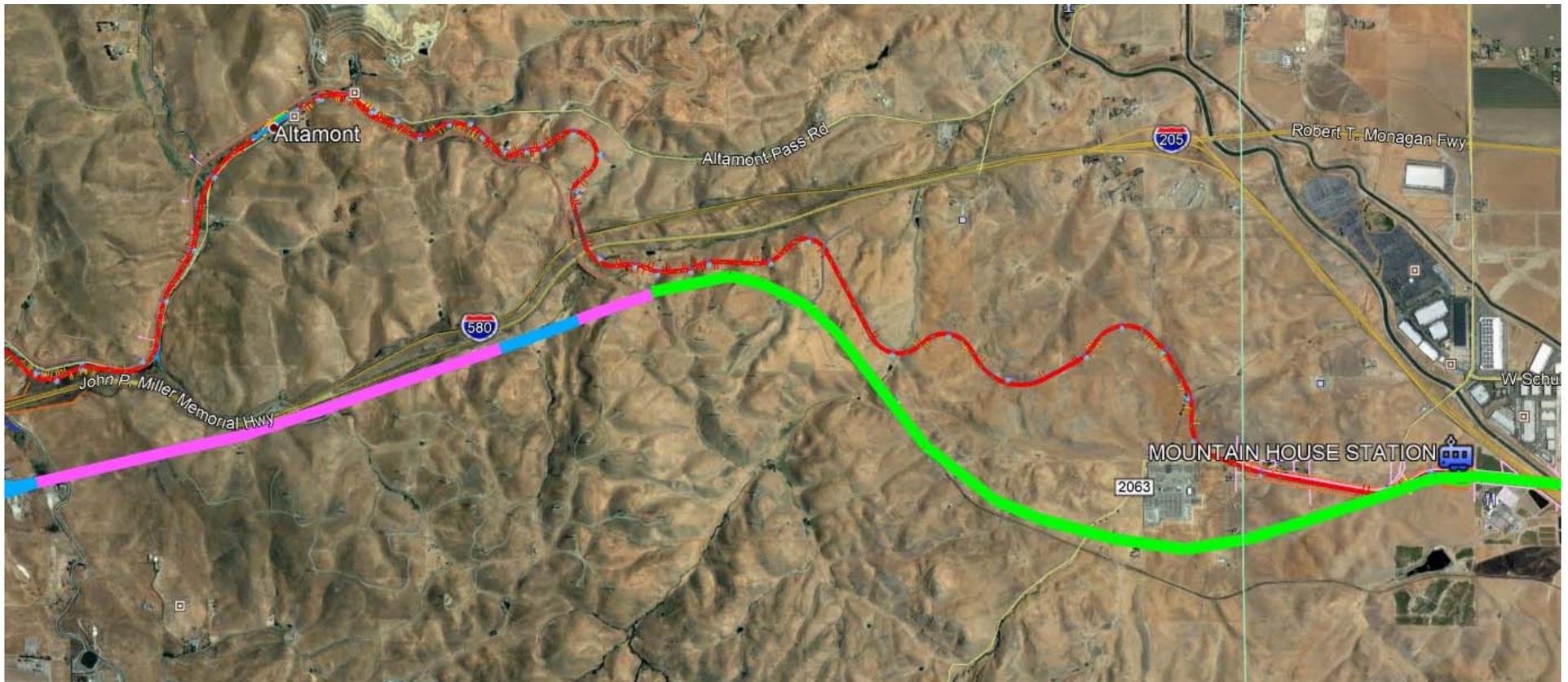
Altamont Corridor Vision





	Valley Link Phase 1 <small>Connecting People, Housing, and Jobs</small>
	Valley Link Phase 2 <small>Connecting People, Housing, and Jobs</small>
	ACE <small>ALTAMONT CORRIDOR EXPRESS</small>
	BART <small>bay area rapid transit</small>
	Altamont Pass Tunnel / Alignment Improvements

Straightening to Save Riders Time



Altamont Corridor Vision Phase 1



Bay Area Improvements

Phasing / Priorities – Phase 1

Element	Cost
Valley Link: BART to ACE (Livermore)	\$0.6 billion
Altamont Pass Tunnel / Alignment (for ACE & Valley Link)	\$1.1 billion
ACE Station Improvements / Equipment / Infrastructure	\$0.2 billion
TOTAL \$1.9 billion	

✓ **Travel time savings:
11 to 15 minutes**





\$1.9 billion (FY19) requested in FASTER Bay Area Measure

Altamont Corridor Vision Phase 1 list of letters of support received by October 31, 2019:

Tri-Valley – San Joaquin Valley Regional Rail Authority
San Joaquin Joint Powers Authority
San Joaquin Regional Rail Commission

State Representatives

Congressman Swalwell
Congressman Harder
Senator Wieckowski
Senator Galgiani
Senator Caballero
Assemblymember Bauer-Kahan
Assemblymember Gray
Assemblymember Eggman

Local and Regional Agencies

City of Dublin
City of Livermore
City of Pleasanton
City of San Ramon
City of Fremont
Contra Costa Transportation Authority
Livermore Amador Valley Transit Authority

Caltrans District 10
Stanislaus COG
San Joaquin Council of Governments
San Joaquin County Supervisor Miller
San Joaquin Valley Regional Planning Agencies' Directors' Committee
Stanislaus County, Public Works Department
Stanislaus County Board of Supervisors
City of Ceres
City of Lathrop
City of Merced
City of Modesto
Mountain House
City of Ripon
City of Riverbank
City of Stockton
City of Tracy





\$1.9 billion (FY19) requested in FASTER Bay Area Measure

Altamont Corridor Vision Phase 1 list of letters of support received by October 31, 2019:

Organizations/Education/Private Companies

Chabot Las Positas Community College District

Dublin Chamber of Commerce

East Bay Leadership Council

Hacienda

Innovation Tri-Valley Leadership Group

Livermore Valley Chamber of Commerce

Pleasanton Chamber of Commerce

Tri-Valley Career Center

Wente

Alameda County Agricultural Fair Association

Building Owners & Managers Association of Oakland/East Bay

Association for Commuter Transportation Northern CA Chapter

University of the Pacific

California Partnership for the San Joaquin Valley

Central Valley Rail Working Group

Downtown Stockton Alliance

Greater Stockton Chamber of Commerce

Modesto Chamber of Commerce

Rail Passenger Association of California and Nevada

San Joaquin Partnership

Save Downtown Stockton Foundation

Tracy City Center Association

TenSpace

Visionary Homebuilders



Questions?



Thank you.

AGENDA ITEM 6

REQUEST

DISCUSS COUNCIL VACANCY POLICY AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

The 2019 San Joaquin Grand Jury Report recommended that the Council consider amending its appointment policy for filling City Council vacancies to appoint the next highest vote-getter. This staff report provides a summary of applicable law, an overview of the City's current vacancy policy adopted by Resolution No. 2017-001, and outlines potential options for the Council to consider implementing if they desire. Staff requests that Council discuss and provide direction to staff.

DISCUSSION

A. Grand Jury Report Recommendation

The 2019 San Joaquin Grand Jury Report on the Council made several recommendations for the Council to consider implementing, one of which was giving the "Tracy voters more control over Council vacancy appointments." The Grand Jury found that the Council's use of its appointment process to fill Council vacancies had "fostered loyalty, allegiance, and personal obligation by appointed Council members and has resulted in consistent voting blocs and facilitated divisiveness amongst the Council members." Additionally, the Grand Jury found that the current adopted appointment process does not take into account the "will of the voters" and is a process that has not been endorsed by the City's voters.

The Grand Jury recommended that the Council amend the City's Council vacancy filling policy to automatically appoint the "next highest vote-getter" from the previous election, who would thereby serve out the remainder of the vacant Council seat's term. The Grand Jury recommended that this action take place by December 31, 2019.

B. Filling of Council Vacancies – Special Election or Appointment

California Government Code section 36512(b) requires the Council, within 60 days from the commencement of the vacancy, to either fill the vacancy by appointment or call a special election to fill the vacancy.

Regardless of the process of filling the vacant Council seat, only persons that are an elector of the City and a registered voter are permitted to hold office as Council Member. (Government Code section 36502). An "elector" of the City is a United States citizen, 18 years of age or older, who is a resident of the City.

Filling Vacancy by Special Election

The Council may elect to fill a Council vacancy through a special election and must call for the election to be held at the next regularly established election date, however, the election cannot be held less than 114 days from the call for the special election. (Government Code section 36512(b))

The City would be responsible for covering the costs of the special election incurred by the San Joaquin Registrar of Voters as well as City staff time preparing for the special election. In 2017, based upon a per-voter cost estimate provided by the San Joaquin Registrar of Voters Office, City staff projected that the cost of holding a special election would be close to \$375,000.

Filling Vacancy by Appointment

The Council also has the option to fill a vacant Council seat by appointment. The Brown Act requires that all interviews conducted to fill a Council vacancy by appointment be properly noticed and conducted in open session. Aside from this requirement, there are no additional statutory requirements detailing how the Council must conduct the appointment process.

C. Statutory Authority to Adopt Ordinance For Filling Vacancy

Government Code section 36512(c) grants the City the authority to adopt an ordinance that specifies that all vacancies be filled by special election, a vacancy be filled by special election if requested by petition of the electorate, or officials appointed to fill vacancies may only serve until a special election is held. This is a permissive right of the City, and the City is under no obligation to adopt such an ordinance.

D. City's Current Council Vacancy Policy

In 2014, the Council adopted City Council Policy Number C-10, "The City Council Policy on Filling Council Vacancies." In 2017, the Council adopted Resolution No. 2017-001, which amended the Policy, to place certain limits on the time for interviews and establish the overall framework for filling Council vacancies by the appointment process. (Attachment A)

Generally, the Policy establishes the appointment process as the method of filling vacancies on the Council and outlines the interview process to be utilized for the appointment.

As mentioned previously, the Council's adopted Policy was called into question by the San Joaquin Grand Jury in its findings. The Grand Jury highlighted that the appointment process utilized in 2012 and 2014, resulted in "contentious" debates and split Council votes on who to appoint to fill the vacancies. The Grand Jury stated that although the appointment process in 2016 resulted in "less contentious," than the previous appointment processes, they nevertheless concluded that the Council's current policy is not "responsive to the will of the Tracy voters," which is why the Grand Jury recommended that the Council amend its policy to appoint the next-highest vote-getter from the most recent election.

E. Survey of Other Jurisdictions

City staff analyzed a cross-section of California cities to determine what methods other jurisdictions utilized to fill their respective council vacancies. Below is a summary of the analysis:

CITY	METHOD OF FILLING VACANCY
Lathrop	Appointment by City Council
Los Angeles	Council decision: special election or appointment
Modesto	Appointment by City Council within 30 days of vacancy, after 30 days special election is required
Pleasanton	Special election
Fremont	Council decision: special election or appointment, but decision must be within 60 days of vacancy
Santa Barbara	Special election
Hayward	Appointment by City Council within 30 days, unless period for nomination paper may be filed for general municipal election; after 30 days of vacancy, special election is required
Sacramento	Special election
Anaheim	Appointment by City Council

It should be noted that a significant amount of cities have no policy or municipal code provision dictating the method for filling Council vacancies.

During Council’s discussion of the Grand Jury report, a question was raised about the use of Rank Choice Voting (RCV). RCV, also known as instant runoff, is a method of voting used in some cities, like Berkeley, Oakland, and San Leandro that allows voters to rank a first, second and third choice candidate for a single office. If a candidate receives more than 50% of the first choice votes, they are declared the winner. Under current California law, only charter cities are allowed to implement RCV. During this past legislative session, Senate Bill (SB) 212 was passed by the State Legislature which would have allowed general law cities to utilize RCV. However, SB 212 was not signed by the Governor and was therefore not enacted. As a general law city, the City of Tracy cannot implement RCV.

City staff is seeking direction from Council on whether it wishes to amend its current policy on filling Council vacancies, and if so, what changes should be made to the policy going forward.

STRATEGIC PLAN

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

FISCAL IMPACT

None as of right now; there may be fiscal impacts identified after Council provides direction.

RECOMMENDATION

City staff is requesting direction from Council as to whether Council wishes to amend its current policy regarding the filling of Council vacancies, and if so, what process Council would like to utilize to fill Council vacancies.

Prepared by: Leticia Ramirez, City Attorney

Reviewed by: Adrienne Richardson, City Clerk
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT:

- A. City Council Policy C-10 on Filling City Council Vacancies (Resolution No. 2017-001)

RESOLUTION 2017-001

AMENDING CITY COUNCIL POLICY FOR FILLING CITY COUNCIL VACANCIES

WHEREAS, State law provides that if a vacancy occurs in the City Council, the Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy, and

WHEREAS, State law does not prescribe any procedure for selection of appointees. Therefore, the City Council may choose any selection method it desires, and

WHEREAS, The City Council adopted a policy regarding filling City Council vacancies on October 21, 2014 via Resolution 2014-180, and

WHEREAS, The City Council wishes to amend that policy to place certain limits on the time for interviews and other matters as set forth in the amended policy.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Tracy that it hereby adopts the attached amended policy regarding filling City Council vacancies.

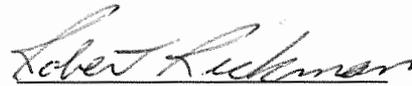
The foregoing Resolution 2017-001 was passed and adopted by the Tracy City Council on the 3rd day of January, 2017, by the following vote:

AYES: COUNCIL MEMBERS: RANSOM, VARGAS, YOUNG, RICKMAN

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK

CITY COUNCIL POLICY ON FILLING CITY COUNCIL VACANCIES

I. BACKGROUND

The process for filling City Council vacancies (other than for an elective Mayor) is set forth in Government Code section 36512(b), which provides that:

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

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

II. POLICY

The following procedures will be used by the City Council to fill a City Council vacancy if the City Council chooses to fill such a vacancy by appointment rather than by special election:

A. Schedule

At the earliest possible time after a vacancy occurs, the City Council shall adopt a time schedule:

1. Setting a time and date by which any qualified person interested in being appointed shall submit an application;
2. Setting a time and date by which questions for the applicants may be submitted by the public; and
3. Setting a date or dates on which applicants will be interviewed by the City Council at a public meeting.

B. Applications

The application of a person interested in being appointed to the City Council shall state background, qualifications and why he or she wishes to be appointed. In addition to completing an application any person applying for the vacancy shall be required to file with the City Clerk the following additional documents:

1. A Nomination Form containing valid signatures of at least 20 registered voters of the City of Tracy. The fact that a voter has signed nomination papers for more than one applicant shall not invalidate the signature; and

2. A completed Statement of Economic Interests (Form 700) provided by the Fair Political Practices Commission.

C. Disclosure of Applications

Following the deadline set by the City Council for the submittal of applications, copies of all applications and the names of the applicants shall be filed in the City Clerk's office and made public. No information shall be disclosed prior to the close of the application deadline.

D. Questions from the Public

Questions for or concerning applicants may be submitted in writing by the public to the City Clerk. Following the deadline set by the City Council for the submittal of questions, all such questions shall be forwarded to City Council Members, who may use them in the applicant interviews.

E. Questions for Applicants

The City Council may choose to present questions in advance of the interviews to the applicants and may choose to require applicants to answer such questions at the interviews and/or provide written responses to such questions prior to the interviews. Questions may be suggested by the public, individual City Council Members or may be drafted by an ad hoc committee of the City Council appointed by the Mayor for that purpose.

F. City Council Interviews

Applicant interviews shall be conducted in a public meeting, which may be televised and recorded. The first round of interviews, under the Voting Procedure set forth below, shall be limited to ten minutes per applicant. During the first round of interviews under the Voting Procedures set forth below, all applicants will be asked to respond to the same or standard questions approved by a majority Council vote. The order of interviews will be based on a random drawing. At the time and date set for applicant interviews, each applicant shall be interviewed separately and shall be given the opportunity to make a brief statement concerning his or her qualifications and to answer question(s) approved by the City Council. For the second round of interviews, in addition to the same or standard questions approved by a majority of the City Council and asked of each remaining applicant, each City Council Member may question each remaining applicant on any subject he or she feels is relevant to that applicant's qualifications to sit on the City Council. The second round of interviews shall be limited to fifteen minutes per applicant, provided, however, that based on the time available and the number of candidates, the City Council, by majority vote, may extend the time limit on interviews.

G. Voting Procedure

The person to fill the City Council vacancy shall be selected from all applicants by the following process of elimination:

1. If one or two applicants exist:
 - a. each City Council Member shall vote for one applicant; and
 - b. the applicant who receives a majority vote shall be appointed to fill the vacancy.

2. If three or more applicants exist:
 - a. each City Council Member shall vote for two applicants; and
 - b. all applicants receiving the least number of votes (including no votes) shall be eliminated; and
 - c. subsequent votes shall be taken with each City Council Member voting for two applicants until one or two applicants remain; and
 - d. each City Council Member shall then vote for one applicant and the applicant who receives a majority vote shall be appointed to fill the vacancy.
 - i. In the event of a tie between two or more applicants with the highest number of votes, Council may ask those applicants to respond to additional questions. Council may also choose to resolve a tie between two or more applicants with the highest number of votes by any method approved by a majority vote.
3. If no applicant receives a majority vote, the City Council may adopt such other procedures to fill the vacancy as it deems appropriate.
4. Notwithstanding the voting procedure described above, at any time during the appointment process, the City Council in its discretion may abandon the process and call a special election to fill the vacancy.
5. If no applicant receives a majority vote within 60 days of the commencement of the vacancy, the City Council shall call a special election to fill the vacancy.

H. Appointment by the City Council

The appointment to fill the vacancy shall be made by resolution of the City Council.

AGENDA ITEM 7

REQUEST**PROVIDE DIRECTION ON FY 2019/20 STRATEGIC PRIORITIES AND APPROVE COUNCIL WORKSHOP REPORT AS OCTOBER 2, 2019 SPECIAL MEETING MINUTES**EXECUTIVE SUMMARY

On October 2, 2019, the Tracy City Council held a Special Meeting at the Grand Theater in downtown Tracy to discuss strategic planning priorities as part of its annual goal setting process. More specifically, the workshop was an opportunity for Council to agree on norms, clarify roles, and set priorities for the coming year. Rod Gould and Nancy Hetrick of Management Partners facilitated the workshop. The City Manager also provided an update on the state of the organization and city finances. The attached Special Meeting Council Strategic Priorities Workshop report summarizes the workshop discussion, activities, and outcomes.

DISCUSSION

As a group, the Council performed a dot prioritization exercise to identify priorities for FY 2019/20 and agreed its top tier priorities were to ensure (1) short and long term financial sustainability and inform the public about the City's fiscal challenges, and (2) facilitate the construction of a Measure V amenity (See Table 1). They also noted that completing and implementing the Council Code of Conduct policy was critical. The Code of Conduct policy was subsequently adopted via resolution on October 15, 2019.

Table 1 – Top Tier Priorities

Top Tier Priorities	Dots
Plan to get financial house in order and educate the public	All
Measure V – get something in the ground	All
Adopt a Code of Conduct	All

Councilmembers were also asked to identify their top organizational priorities. The results of the dot voting exercise are summarized in Table 2 below.

Table 2 – Organizational Priorities

Organizational Priorities	Dots
Valley Link/infrastructure/traffic	5
Economic Development (targeted)	3
Transit-oriented development (TOD)	2
Homelessness strategy	2
Crime prevention plan (hold study session)	1
Governance; clarify role of commissions	1
Cannabis regulation	1
Complete the Emergency Preparedness Plan	0
Youth programs	0
Labor agreements	0
Workforce/affordable housing	0

Based on Council discussion and direction at the October 2, 2019 workshop, the Council majority (3 or more) identified the following priorities for FY 2019/20:

- Ensure Short and Long Term Financial Sustainability
- Enhance Public Awareness around City Finances and other Civic Matters
- Facilitate the Completion of Measure V Amenities
- Continue to Support Valley Link
- Facilitate Infrastructure Projects to Improve Citywide Traffic Conditions
- Encourage the Development of Good Governance Policies

Based on Council direction provided by the workshop, staff developed a draft workplan for Council discussion and consideration. Table 3 reflects the Council’s top strategic priorities and goals, and suggested objectives to be accomplished over the next fiscal year. Historically, Council goals and objectives have been organized under the following categories: Quality of Life; Economic Development; Public Safety; and Governance. Please note that some priorities will be listed under more than one category.

Additionally, while not identified by a majority of Council as a top priority, Transit Oriented Development (TOD), Homelessness Strategic Planning, and Cannabis Regulations were included as these projects are currently underway and are expected to be completed in FY 2019/20.

Table 3 – Draft Strategic Priorities Workplan

Council Strategic Priorities and Objectives	
Quality of Life	<p>Goal 1: Ensure Short and Long Term Financial Sustainability</p> <p><i>Objective 1: Develop Cost Containment and Revenue Enhancement Strategies for Consideration as part of the FY 2020/21 Budget Development Process</i></p> <p><i>Objective 2: Develop a Policy Requiring a Fiscal Analysis for Proposed Annexations</i></p> <p><i>Objective 3: Develop and Implement a Performance Measures Program to Inform Policy Development and Operational Decision Making</i></p> <p>Goal 2: Facilitate the Completion of Measure V Amenities</p> <p><i>Objective 1: Implement Council Direction to Partner with Developer (Surland) to Develop Conceptual Design Plan Reflecting Key Aquatic Elements not to Exceed \$65 Million</i></p> <p><i>Objective 2: Provide Update to Council Regarding Measure V Project Priorities and Develop a Implementation Plan</i></p>

<p>Quality of Life (con't)</p>	<p>Goal 3: Facilitate Infrastructure Projects to Improve Citywide Traffic Conditions</p> <p><i>Objective 1: Pursue Grant Funding to Accelerate Roadway Infrastructure Projects (e.g. EDA, BUILD, INFRA)</i></p> <p><i>Objective 2: Work with San Joaquin County and CalTrans to Modify Regional Traffic Signals to Improve Commuter Flow for Tracy Residents</i></p> <p><i>Objective 3: Consolidate Finance and Implementation Plan (FIP) Areas to Advance Funding for Priority Roadway Infrastructure Projects</i></p> <p>Goal 4: Develop a Homelessness Strategic Plan</p> <p><i>Objective 1: Work with Residents, Local Businesses, and Social/Community Service Partners to Identify Strategic Initiatives to Address Homelessness in Tracy</i></p> <p><i>Objective 2: Explore Opportunities to Provide Temporary and/or Permanent Housing for Homeless in Tracy</i></p> <p><i>Objective 3: Facilitate Partnerships and Implement Strategies to Enhance Resources to Proactively Address Citywide Encampments</i></p>
<p>Economic Development</p>	<p>Goal 1: Continue to Support Valley Link</p> <p><i>Objective 1: Work with Regional Rail Authority and Area Partners to Expand Support for Transportation Initiatives</i></p> <p><i>Objective 2: Continue to Prioritize Valley Link Within the Local, State and Federal Lobbying Efforts</i></p> <p>Goal 2: Develop and Implement Cannabis Regulations</p> <p><i>Objective 1: Establish Application and Permit Process</i></p> <p><i>Objective 2: Facilitate Partnerships with Cannabis Businesses</i></p> <p><i>Objective 3: Accept Applications in Spring 2020</i></p> <p>Goal 3: Continue to Advance Transit Oriented Development Opportunities</p> <p><i>Objective 1: Work with Downtown Property Owners and Other Stakeholders to Develop a Transit Oriented Development District</i></p> <p><i>Objective 2: Work with Valley Link and Other Stakeholders to Develop the Downtown Station</i></p> <p><i>Objective 3: Identify Other Key Opportunity Sites to Facilitate Development of TOD Plan, Upon Adoption</i></p>

<p>Public Safety</p>	<p>Goal 1: Support Efforts to Enhance Citywide Traffic Conditions</p> <p><i>Objective 1: Identify Trends to Inform Traffic Management Approach and Resource Allocation.</i></p> <p><i>Objective 2: Coordinate Multi-Department/Stakeholder Team to Address Issues (e.g. PD, Engineering, TUSD, CHP)</i></p> <p><i>Objective 3: Implement a System to Solicit Community Feedback and Assess Effectiveness of Police Response of the Response and Recommend Adjustments as Necessary.</i></p> <p>Goal 2: Develop a Homelessness Strategic Plan</p> <p><i>Objective 1: Work with Residents, Local Businesses, and Social/Community Service Partners to Identify Strategic Initiatives to Address Public Health and Safety Issues</i></p> <p><i>Objective 2: Facilitate Public Safety and Community Partnerships to Proactively Address Citywide Encampments</i></p> <p><i>Objective 3: Identify and Pursue Resources to Enhance Our Response to Homelessness-related Issues</i></p>
<p>Governance</p>	<p>Goal 1: Enhance Public Awareness Around City Finances and Other Civic Matters</p> <p><i>Objective 1: Expand Resident Police Academy to Include Civic Matters, Including City Finances</i></p> <p><i>Objective 2: Partner with the Chamber of Commerce to Enhance Civics Presentation on City Finances</i></p> <p><i>Objective 3: Update Website Navigation to Enhance User Experience and Information Accessibility, and Incorporate Social Media Outreach Efforts</i></p> <p>Goal 2: Encourage the Development of Good Governance Policies</p> <p><i>Objective 1: Adopt and Implement Council Code of Conduct Policy</i></p> <p><i>Objective 2: Adopt and Implement Revised Council Protocols and Procedures</i></p> <p><i>Objective 3: Develop and Adopt a Council Vacancy Policy</i></p>

The draft strategic priorities workplan will be updated to reflect any additional input and/or feedback provided by Council. Council will be able to adjust the workplan during the fiscal year with the understanding that the addition of new priorities would significantly delay or result in the elimination of other projects. Staff will commit to reporting on progress toward Council priorities quarterly.

FISCAL IMPACT

There is no fiscal impact associated with the approval of a Council strategic priorities workplan.

RECOMMENDATION

It is recommended that Council provide direction regarding the draft FY 2019/20 Strategic Priorities and approve the attached workshop report as the October 2, 2019 Special Meeting minutes.

Prepared/Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

October 2, 2019 Special Meeting Council Strategic Priorities Workshop Report



Think Inside the Triangle™

City of Tracy

City Council Workshop on October 2, 2019

**Management
Partners**



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Workshop Report

The Tracy City Council held a Special Meeting on October 2, 2019 at the Grand Theater in downtown Tracy. The workshop was an opportunity for Council to agree on norms, clarify roles, and set priorities for the coming year. Rod Gould and Nancy Hetrick of Management Partners facilitated the workshop.

Workshop Objectives and Agenda

Objectives

- Council agreement on norms for working together and working with staff on behalf of the community
- Clarify roles and enhanced trust
- Discuss opportunities and challenges on the horizon for the City of Tracy
- Set priorities for the coming year

Agenda

- Welcome and Public Comment
- Agenda Review
- Learn More About Councilmembers' Service to Tracy
- Discuss Council Norms
- Reflect on City Achievements and Contributing Factors
- Clarify Governance Roles
- Identify Opportunities and Challenges for Tracy
- Hear City Manager Update
- Brainstorm and Discuss Priorities for FY 2019-20
- Review Agreements and Commitments and Wrap Up

Participants

Councilmembers

**Mayor
Robert Rickman**



**Vice Mayor
Nancy Young**



**Councilmember
Dan Arriola**



**Councilmember
Rhodesia Ransom**



**Councilmember
Veronica Vargas**



City Staff

- Jenny Haruyama, City Manager
- Leticia Ramirez, Interim City Attorney
- Members of the Executive Team (afternoon only)

Workshop Ground Rules. At the start of the workshop, the facilitators suggested several ground rules to help the group have a successful workshop.

- Seek consensus
- Listen to understand
- Participate
- Stay focused
- Assume good intent
- Speak up if we need a course correction

Bike Rack. The facilitators explained that items that were brought up but would not receive immediate attention would be added to a “bike rack.” It was used as a placeholder for later discussions during the session. Bike rack items were ultimately incorporated into the list of priorities presented later in this report.

Workshop Preparation. In preparation for the workshop, Rod Gould conducted individual interviews with each Council member, and discussed the workshop with the City Manager. An agenda and PowerPoint presentation were prepared.

Learn More About Councilmembers’ Service to Tracy

To set the stage for a productive workshop, Council members shared their experiences related to their service to Tracy. Council members responded to the following prompts:

- What propelled you to serve on the City Council?
- What do you hope to accomplish through your service on the City Council?
- What about your service on the City Council do you find most satisfying?
- What legacy would you like to leave the community?

A variety of themes emerged and are summarized below.

- Grew up in Tracy and want to give back; “this is home”
- Pride in community
- Desire to represent under-served communities
- Add a new voice to the table and have a seat at the table to address issues that affect generations (now and in the future)
- Amplify the voices of those not heard
- Bring diversity to the Council
- Service
- To get things done; generate meaningful results – be a part of the solution
- Connect neighborhoods
- Address issues related to transportation, design, connections
- Address cleanliness of the community
- Ensure equity of service (e.g., amenities for the poor, more services for senior, youth, Measure V)
- Connect to BART
- Putting Tracy first

Discuss Council Norms

The facilitators provided materials on high-performing councils and examples of council norms in advance of the workshop to inform the discussion. The group discussed the common elements and norms from the materials and how some could be incorporated into Tracy's governance culture.

First, Council members reflected on an article entitled, "**Attributes of Exceptional Councils**" (*Institute for Local Government*). Notes from that discussion are provided below.

- Need a framework to get things done so we can disagree agreeably, within a process with specific roles
- Sense of team/partnership is critical to getting results
- Work together without hierarchy
- Take time to develop a team and invest time to build the team
- Ensure effectiveness of both staff and Council (lowest common denominator will prevail) – respect and trust are essential
- Basic respect on and off the dais fosters trust for the success of the team
 - Trust the process will be fair
 - We know/stay in our lanes
- City manager honors and carries out the will of the whole Council
- Continual learning is critically important and enables continual professional development
 - Find a means for supporting professional development (help for future Council members)
 - Learn from others (best practices; new approaches)

Next, Council members reflected on an article entitled, "**A Key Ingredient for Success: An Effective City Council/City Manager Relationship**" (by Kevin Duggan, ICMA West Coast Regional Director, ICMA). Notes from that discussion are presented below.

- Performance management
 - Use data to balance emotion
 - Be intentionally performance-based
 - Use facts to make decisions
- Trust professional staff (City Manager/City Attorney)
 - "Feel free to disagree with me"
 - City Manager provides technical information to inform decision making
 - Be open to new information to inform the best path forward

- “Disagreement” does not equal “attack”
- Working through personal/political disagreements should not occur at the dais – seek information/discussion privately.
 - Build trust
 - Resolve issues and ask questions early on – be honest/frank
- Listen to all voices; you may disagree, but let others be heard (“I can live with it”)
- Ensure the public is informed about how recommendations are developed (focus extra time on the big/controversial items)
- Avoid win/lose dead ends, find common ground, work together
- Communicate council decisions without negative tone. Ok to be in disagreement. Share differing opinions with phrases like, “The Council decided...”, “I still believe...,” and “I hope to get there.”
- Desire to be informed and to collaborate
- Ensure everyone is provided the same information; Council reports are provided as a means to do this
- For sensitive issues, begin by presenting options for discussion (some issues may not need/benefit from this approach)

Council Agreements

Council members agreed on the following norms to guide and hold themselves accountable to each other.

- Do not take ourselves so seriously
- Assume positive intentions
- Disagree agreeably
- Support continual learning
- Stop personal attacks
- Stay objective and focus on the issue (use data to balance emotion)
- Ask questions of the City Manager early on
- Be clear and consistent on time limits and public input
 - Clarify and hold to time limits
 - Must be on the agenda for public comment
 - Exercise finesse regarding public personal attacks; request respect and focus on the issue/topic
- City Council/City Manager briefings are valued
 - Technical briefings including staff are OK, but don’t sacrifice all one-on-one time
- Staff requests must to go through the City Manager for now (until we build trust)
- Solicit City Attorney guidance early – she is available for questions/input

The Council also discussed adding norms and values as an Attachment A to code of conduct.

Reflect on City Achievements and Contributing Factors

Prior to the Council workshop, staff prepared a list of recent City accomplishments. This was provided to Council to use as a resource as they contemplated what has made them successful in the past.

Clarify Governance Roles

The facilitators reviewed the roles of the key players in local government: Council, Mayor, City Manager, City Attorney, City Treasurer, staff, commissions, committees, and boards. A summary of the information presented is in Table 1.

Table 1. Governance Roles Overview

Position(s)	Role
City Council	<ul style="list-style-type: none"> • Sets policy and overall direction • Keeps in touch with community concerns
Individual Council members	<ul style="list-style-type: none"> • Do what is in the best long-term interest of the community • Respect the chain of command • Work through the City Manager (or department heads with copy to City Manager) • Meet with the City Manager on a regular basis
Mayor	<ul style="list-style-type: none"> • Run the Council meetings • Serve as chief representative of the City • Meet with the City Manager regularly to discuss issues collaboratively • Work with the City Manager to anticipate future issues and plan the City's response • Carry out all of the roles listed for Council members
City Manager	<ul style="list-style-type: none"> • Implement Council policy • Handle day-to-day operations • Offer policy advice • Manage staff • Serve as chief executive officer of the municipal organization • Guide and develop staff and create a productive organization culture • Provide advice to the City Council • Help make the Council productive and successful and help each member of Council to succeed • Help staff achieve the Council's goals
City Attorney	<ul style="list-style-type: none"> • Represent the whole organization, not individual Council members or members of the public • Provide clear and accurate legal advice on a myriad of complex laws • Be fair and impartial • Provide full disclosure • Use candor and diplomacy

Break

The group took a break for lunch, during which, Executive Staff joined for the afternoon session.

Identify Opportunities and Challenges for Tracy

The facilitator framed the discussion by posing the following questions to the group:

- What are Tracy's significant opportunities in the next year?
- What are Tracy's major challenges in the next year?
- What would you like to see change in Tracy in the next four years?

Opportunities

Council members identified the following significant *opportunities for the next year*.

- Transit-Oriented Development (TOD)/Valley Link
- Crime prevention
- Equitable distribution of resources
- Disaster preparedness/safety plan
- Addressing homelessness
- Targeted recruitment of businesses
- Workforce education
- Focus on Measure V
- Affordable housing, housing policy
- Supportive youth
- Modern infrastructure
- Traffic calming
- Restoring trust
- Fiscal stability, balanced budget
- Civic engagement
- Revisit/clarify role of commissions
- Amenities – revisit and build
- Citizens academy
- Infrastructure
- Honest dialogue
- Economic development attraction

Challenges

Council members identified the following *challenges for the next year*.

- Election year
- Council turnover
- Finances – limitations
- Negotiations
- Communications
- Realism – limited staff capacity and financial resources

Looking Ahead

Council members identified the following *changes they would like to see in Tracy in the next four years*.

- Get amenities built (Measure V)
- Culture change – team trust
- Higher performing City (pride)(data)(metrics)
- Stronger finances
- Plans are implemented
- Succession plan for facilities
- Succession plan for people
- Grow our own
- Organization development
- Speedier development approval process; permit streamlining

City Manager Update

City Manager Jenny Haruyama provided an update on the state of the organization. The slides used in her presentation can be found in the attachment.

Brainstorm and Discuss Priorities for FY 2019-20

As a group, Council brainstormed priorities for the coming year. Before brainstorming, Council members all agreed that “Getting the financial house in order” and “Getting a Measure V amenity in the ground” must be a top priority. They added the code of conduct approval and implementation to the short list of top tier priorities.

Table 2. Top Tier Priorities

Top Tier Priorities	Dots
Plan to get financial house in order and educate the public	All
Measure V – get something in the ground	All
Adopt a Code of Conduct	All

Organizational priorities were written up on a flipchart and each councilmember was given three dots to allocate to their top three organizational priorities. The results of the dot voting exercise are summarized below in Table 3.

Table 3. Organizational Priorities

Organizational Priorities	Dots
Valley Link/infrastructure/traffic	5
Economic Development (targeted)	3
Transit-oriented development (TOD)	2
Homelessness strategy	2
Crime prevention plan (hold study session)	1
Governance; clarify role of commissions	1
Cannabis regulation	1
Complete the Emergency Preparedness Plan	0
Youth programs	0
Labor agreements	0
Workforce/affordable housing	0

The City Manager explained that staff will return with a work plan based on the full set of strategic priorities identified for the coming year, with timeframes consistent with staffing and budgetary resources for Council adoption at an upcoming City Council meeting.

Council will be able to adjust the work plan during the fiscal year with the understanding that the addition of new priorities and projects will require delaying or dropping others. Staff will commit to reporting on progress toward Council priorities quarterly.

Review Agreements and Commitments and Wrap Up

City staff was invited to make clarifying comments and the group reviewed the commitments made as a result of the day's workshop. The facilitators explain that following the workshop, Management Partners would produce this summary report on the discussion.

Attachment – City Manager’s Update Slides



Discussion Outline

1. State of the Organization
2. Citywide Strategic Efforts
 - > Organizational Workload
 - > Priority/Project Focus Areas
3. Financial Outlook and Sustainability

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State of the Organization



- Resilient
- Adaptable
- Strong
- Opportunistic
- Vulnerable
- Transitional
- Uncertain
- Distracted

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Citywide Efforts



90% 10%

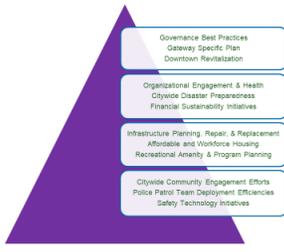
Daily Operations
 Calls for Services, Code Enforcement
 Park/Building Maintenance
 Processing Applications

Community Questions/Inquiries
 Council Directives
 Regional Influences
 Citywide Strategic Priorities

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Priority Focus Areas



- Governance Best Practices
Gateway Specific Plan
Downtown Revitalization
- Organizational Engagement & Health
Citywide Disaster Preparedness
Financial Sustainability Initiatives
- Infrastructure Planning, Repair, & Replacement
Affordable and Workforce Housing
Recreational Amenity & Program Planning
- Citywide Community Engagement Efforts
Police Patrol Team Deployment Efficiencies
Safety Technology Initiatives

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Budget Snapshot



TOTAL CITY BUDGET: \$220 MILLION

Citywide Bond Rating: Aa2

General Fund \$79M + Capital \$32M + Other Funds \$109M = Total Operating \$220M

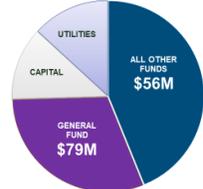
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Budget Snapshot

Why do we focus on the General Fund?

1. It is the largest fund.
2. It provides the only source of discretionary funding for the City.



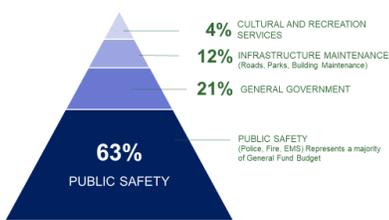
General Fund Expenditures

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Budget Snapshot

How do we spend General Fund dollars?



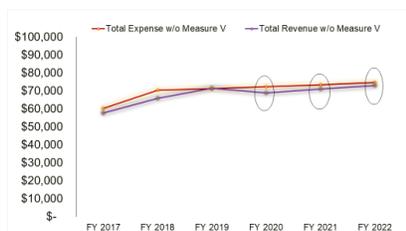
- 4% CULTURAL AND RECREATION SERVICES
- 12% INFRASTRUCTURE MAINTENANCE (Roads, Parks, Building Maintenance)
- 21% GENERAL GOVERNMENT
- 63% PUBLIC SAFETY (Police, Fire, EMS) Represents a majority of General Fund Budget

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Financial Outlook

Are we living within our means?

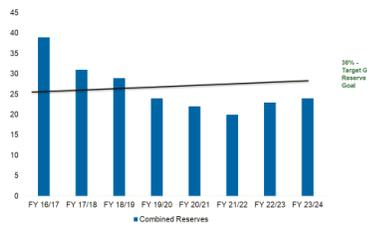


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Financial Goals

Do we have an adequate savings account?

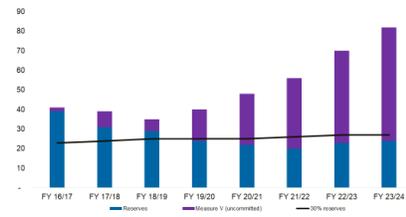


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Financial Goals

Do we have an adequate savings account?



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Future Obligations

What should financial focus be?

LONG-TERM OBLIGATIONS	ANNUAL FUNDING	REQUIRED	
Building, Vehicle/Equipment, Deferred Maintenance	\$3.5M-\$4M	\$6M-\$8M	\$2.5M-\$4M
Road & Street Maintenance	\$2.8M	\$6.8M	\$4M

OTHER LIABILITIES	ANNUAL CONTRIBUTION	AMOUNT UNFUNDED
Retiree Medical	\$450,000	\$1M
Pension	\$10.4M*	\$91.3M

*Expected to increase 5-10% over next 3 years.

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Long-Term Financial Sustainability

Key Financial Approaches

1. Focus on long term impacts.
2. Maintain adequate reserves to provide financial flexibility.
3. Use one-time revenues for one-time expenses.



The General Fund is in cautionary status.

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AGENDA ITEM 8

REQUEST

APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS FOR FOUR UPCOMING TERM EXPIRATIONS ON THE TRACY ARTS COMMISSION

EXECUTIVE SUMMARY

This item requests that Council appoint members to a subcommittee to interview applicants for four upcoming term expirations on the Tracy Arts Commission.

DISCUSSION

On December 31, 2019, the terms of four of the Tracy Arts Commissioners will expire. Recruitment for the Tracy Arts Commission was opened on October 4, 2019, and closed on October 28, 2019, during which time four applications were received. The recruitment was extended beginning on October 29, 2019, and will close on November 19, 2019. At this time the City Clerk's office has received one additional application during the extended recruitment period.

In accordance with Resolution No. 2004-152, a two-member Council subcommittee needs to be appointed to interview applicants and make a recommendation to the full Council.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council appoint a two-member subcommittee to interview applicants to fill the upcoming term expiration on the Tracy Arts Commission.

Prepared by: Jessica Nunes, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk

Approved by: Midori Lichtwardt, Assistant City Manager