

Tuesday, December 7, 2021, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, UNIVERSAL MASKING INDOORS IS RECOMMENDED. MASKS ARE REQUIRED FOR UNVACCINATED INDIVIDUALS IN INDOOR PUBLIC SETTINGS. MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "[City Council Meeting Videos](#)" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - o **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number:** 2551 937 6102 and **Event Password:** TracyCC
 - o ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - o **Join by phone by dialing** +1-408-418-9388, enter 25519376102#8722922# Press *3 to raise the hand icon to speak on an item.
- *Protocols for commenting via WebEx:*
 - o *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - o *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*

Comments received on Webex outside of the comment periods outlined above will not be included in the record.

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

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agenda items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

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

Full copies of the agenda are available on the City's website: www.cityoftracy.org

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS:

1. Employee of the Month
2. Police Swearing In Ceremony

1. CONSENT CALENDAR

- 1.A. ADOPTION OF NOVEMBER 10, 2021 CLOSED SESSION MINUTES, AND NOVEMBER 16, 2021, CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B. APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE SOUTH SIDE COMMUNITY ORGANIZATION OF TRACY, CALIFORNIA, AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING
- 1.C. ESTABLISH A 2022 CALENDAR OF REGULAR CITY COUNCIL MEETINGS
- 1.D. APPROVE GRANTING A RIGHT-OF-WAY DEDICATION AND PUBLIC UTILITY EASEMENT TO CITY OF TRACY ON HOLLY DRIVE AND ARBOR ROAD
- 1.E. AUTHORIZE THE ACCEPTANCE OF A \$706,680 GRANT FROM STATE WATER RESOURCES CONTROL BOARD FOR THE CALIFORNIA WATER ARREARAGE PAYMENT PROGRAM FOR RESIDENTIAL AND COMMERCIAL DRINKING WATER ARREARAGES
- 1.F. APPROVE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA) FOR A LATERAL OFFICER REFERRAL PROGRAM AND SPECIAL ASSIGNMENTS; APPROVE SIDE LETTER AGREEMENT BETWEEN CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA) FOR A LATERAL OFFICER REFERRAL PROGRAM; AND AUTHORIZE THE INTERIM CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS
- 1.G. APPROVE SIDE LETTERS BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T.; REVISED COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT, LIMITED SERVICES EMPLOYEES AND DEPARTMENT HEADS; AND AUTHORIZE AN AMENDMENT TO THE POSITION CONTROL ROSTER AND THE CITY MASTER SALARY SCHEDULE TO REFLECT THE ELIMINATION OF SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY POSITIONS
- 1.H. AUTHORIZE APPLICATION(S) FOR THE LOCAL ASSISTANCE SPECIFIED GRANT FROM THE STATE OF CALIFORNIA IN THE AMOUNT OF \$5,000,000 AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE CONTRACTS TO ACCEPT THE GRANT FUNDS

- 1.I. AUTHORIZE THE DIRECTOR OF UTILITIES TO SUBMIT APPLICATIONS FOR URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT FUNDING WITH THE DEPARTMENT OF WATER RESOURCES FOR THREE PROJECTS AND EXECUTE THE GRANT RELATED FUNDING AGREEMENTS AND OTHER DOCUMENTS
- 1.J. ADOPT A RESOLUTION AMENDING THE CITY'S OPERATING AND CAPITAL IMPROVEMENT PROJECTS (CIP) BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022, AS PROPOSED, AND AUTHORIZE THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY2021-22
- 1.K. APPROVE LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY FOR USE OF FIRE STATIONS, ADMINISTRATION FACILITY, SUPPORT SERVICES FACILITY, APPARATUS AND EQUIPMENT
- 1.L. APPROVE PROFESSIONAL SERVICE AGREEMENTS TO PROVIDE PAYROLL AND HUMAN RESOURCES SERVICES TO THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
- 1.M. AUTHORIZE THE PURCHASE OF ONE NEW FIRE ENGINE FOR STATION 96 FROM PIERCE MANUFACTURING, INC. PURSUANT TO SECTION 2.20.220 OF THE TRACY MUNICIPAL CODE; APPROPRIATE \$801,774 FROM VEHICLE REPLACEMENT FUND 606 AND \$140,300 FROM THE EQUIPMENT REPLACEMENT FUND 605 FOR THE PURCHASES FROM FUND BALANCE FOR THE PURCHASE; AMEND RESOLUTION 2020-006 TO REFLECT THE PURCHASE OF APPARATUS FOR FIRE STATION 95 AND APPROPRIATE FUNDS FROM TRACY FIRE DEVELOPMENT IMPACT FEES
- 1.N. ADOPTION OF A VALPICO ROAD PRECISE PLAN LINE FROM LAMMERS ROAD TO CAGNEY WAY (ALIGNMENT)
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. APPROVAL OF ACTIONS NECESSARY TO FORM COMMUNITY FACILITIES DISTRICT NO. 2021-2 (MAINTENANCE AND PUBLIC SERVICES) (CFD) AND A RELATED FUTURE ANNEXATION AREA: (1) CONDUCT A PUBLIC HEARING TO CONSIDER THE QUESTION OF ESTABLISHING THE CFD AND THE FUTURE ANNEXATION AREA; (2) ACCEPT THE COMMUNITY FACILITIES DISTRICT REPORT; (3) CONDUCT PROPERTY OWNER ELECTION; AND (4) INTRODUCE ORDINANCE ORDERING THE LEVY OF SPECIAL TAXES
 - 3.B. INTRODUCE AN ORDINANCE AMENDING CHAPTER 5.20 "INTEGRATED SOLID WASTE REGULATIONS" OF THE TRACY MUNICIPAL CODE REGARDING THE HANDLING AND DISPOSAL OF REFUSE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS

- 3.C. RECEIVE A QUARTERLY UPDATE FROM THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY (SSJCFA) ON THE IMPLEMENTATION OF THE EMPLOYEE TRANSITION PLAN AND THE REVIEW AND DEVELOPMENT OF FINANCIAL POLICIES AND PRACTICES
- 3.D. APPROVE AN EMPLOYMENT AGREEMENT BETWEEN MICHAEL ROGERS AND THE CITY OF TRACY TO SERVE AS CITY MANAGER
- 3.E. EXTEND COUNCIL AD-HOC FISCAL SUSTAINABILITY COMMITTEE; CONSIDER FISCAL SUSTAINABILITY STRATEGIES PROPOSED BY THE AD-HOC COMMITTEE; AND PROVIDE DIRECTION TO STAFF
- 3.F. DISCUSS IMPLEMENTING A CRIMINAL BACKGROUND CHECK PROCESS FOR COUNCIL APPOINTEES TO CITY BOARDS AND COMMISSIONS AND PROVIDE DIRECTION TO STAFF
- 3.G. CONSIDER AN ORDINANCE AMENDING THE COMPENSATION FOR THE COUNCIL AND MAYOR IN ACCORDANCE WITH STATE LAW
- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 10, 2021, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 5:03 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Arriola, Davis and Mayor Young present. Council Member Bedolla and Mayor Pro Tem Vargas absent.
3. ITEMS FROM THE AUDIENCE – Mr. Gimenes provided a history regarding violation notices received for a non-permitted structure and requested Council's assistance to resolve the matter and reconsider the ordinance so they can continue to protect their investment.

Ana Contreras, Community Preservations Manager provided an update regarding the issuance of the violation notices for a non-permitted structure.

Mayor Young requested support to bring an agenda item back to discuss Mr. Gimenes's concerns regarding the issuance of violation notices for a non-permitted structure. Council Member Davis and Council Member Arriola agreed to bring it back as an agenda item.

4. CLOSED SESSION

A. Personnel Matter (Gov. Code § 54957)

Public Employee Appointment and Employment

Position Title: City Attorney

5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Council Member Davis and seconded by Council Member Arriola to recess to closed session at 5:18 p.m. Roll call found Council Members Arriola, Davis and Mayor Young in favor.

Council Member Bedolla and Mayor Pro Tem Vargas joined the meeting virtually at 5:18 p.m.

Council reconvened to open session at 9:46 p.m.

6. REPORT OF FINAL ACTION – None
7. COUNCIL ITEMS AND COMMENTS – None
8. ADJOURNMENT – Time: 9:47 p.m.

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

The agenda was posted at City Hall on November 4, 2021. The above are action minutes.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 16, 2021, 6:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 6:31 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Arriola absent. Council Member Bedolla participated virtually.

Council Member Arriola arrived at 6:39 p.m.

3. ITEMS FROM THE AUDIENCE – Brandon Perry, co-owner of 714 N Central Ave spoke about Council's decision to demolish the Great Plate, exterior repairs that have been completed, and requested Council give them a chance to complete the project and keep a historic building.
4. Request to Conduct Closed Session

A. Personnel Matter (Gov. Code § 54957)

Public Employee Appointment and Employment

Position Title: City Manager

B. Conference with Labor Negotiators (Gov. Code §54957.6)

Agency Negotiator: Bob Adams, Interim City Manager

Unrepresented Employee: City Manager

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

Mayor Young suspended recessing to closed session for item 4 to allow Brad Albom to speak under Items from the Audience.

Brad Albom, owner of Great Plate spoke about the City demolishing the building, repairs made to the building, and stated the building is now safe. Mr. Albom shared his concerns with staff regarding inspections of the property, and requested Council reconsider their decision to demolish the building.

Mayor Pro Tem Vargas stated the City has been trying to bring the building up to code since 2018, multiple hearings have occurred. There is a judgement from a San Joaquin Judge authorizing the City to do this for public safety, and additional time was allowed to avoid demolishing.

Nancy Ashjian, Assistant City Attorney confirmed it is a stipulated judgement and the City has been working the Great Plate for a number of years to get the building up to code.

Mayor Young unsuspended Item 4 and recessed to closed session at 6:44 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to reconvene to open session at 7:36 p.m. Roll call found all in favor; passed and so ordered.

5. REPORT OF FINAL ACTION – None

6. COUNCIL ITEMS AND COMMENTS – None

7. ADJOURNMENT- Time: 7:37 p.m.

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

The agenda was posted at City Hall on November 11, 2021. The above are action minutes.

ATTEST:

Mayor

City Clerk

November 16, 2021, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:38 p.m.

Mayor Young led the Pledge of Allegiance.

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

Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Bedolla participated via Webex.

Vanessa Carrera, Assistant to the City Manager provided a video presentation on the new City of Tracy Website.

Mayor Young announced item 3.F from the regular agenda will be heard following regular agenda item 3.A.

1. CONSENT CALENDAR – Following the removal of consent item 1.A by Adrienne Richardson, City Clerk, motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt the consent calendar. Roll call found all in favor, passed and so ordered.
 - 1.B CONSIDER STAFF'S RECOMMENDATION FOR AWARD OF MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) RECONNECTING OUR YOUTH (ROY) GRANT PROGRAM FUNDS FOR FISCAL YEAR 2021-2022 AND APPROVE THE FUNDING AGREEMENTS FOR THE PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS – Resolution 2021-166 awarded the Mayor's Community Youth Support Network Reconnecting Our Youth Grant Program Funds for Fiscal Year 2021-2022.
 - 1.C ACCEPT THE RECOMMENDATION OF THE PARKS AND COMMUNITY SERVICES COMMISSION AND APPROVE A ONE-YEAR EXTENSION OF THE 2016-2021 CDBG AND HOME PROGRAM LOCAL FUNDING PRIORITIES – Resolution 2021-167 approved a one-year extension of the 2016-2021 CDBG and Home Program Local Funding Priorities.
 - 1.D WAIVE SECOND READING AND ADOPT ORDINANCE 1320, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY LEVYING SPECIAL TAXES WITHIN CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (HILLVIEW) – Ordinance 1320 was adopted.
 - 1.E WAIVE SECOND READING AND ADOPT ORDINANCE 1321, AN ORDINANCE OF THE CITY OF TRACY AMENDING ARTICLE 35 (SIGNS) OF CHAPTER 10.08, ZONING REGULATIONS, OF THE TRACY MUNICIPAL CODE – Ordinance 1321 was adopted.

- 1.F WAIVE SECOND READING AND ADOPT ORDINANCE 1322, AN ORDINANCE OF THE CITY OF TRACY AMENDING THE I-205 CORRIDOR SPECIFIC PLAN SIGN REGULATIONS – **Ordinance 1322 was adopted.**
- 1.G ADOPT A RESOLUTION MAKING FINDINGS AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM NOVEMBER 20, 2021 THROUGH DECEMBER 20, 2021 PURSUANT TO THE BROWN ACT – **Resolution 2021-168** adopted making findings and authorized remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy for the period of November 20, 2021 to December 20, 2021.
- 1.H APPROVE A DRAFT CONTRACT BETWEEN THE UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION AND THE CITY FOR PROVIDING FOR CENTRAL VALLEY PROJECT WATER SERVICE, EFFECTIVE DECEMBER 1, 2021, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FINAL CONTRACT – **Resolution 2021-169** approved a draft contract between the United States Department of Interior Bureau of Reclamation and the City for providing for Central Valley Project water service effective December 1, 2021.
- 1.A ADOPTION OF NOVEMBER 2, 2021, CLOSED SESSION, SPECIAL MEETING AND REGULAR MEETING MINUTES

Adrienne Richardson, City Clerk pulled the item to indicate there was a clerical error in the November 2, 2021 regular meeting minutes. Council adopted two resolutions for agenda item 3.F and the second resolution number was omitted in error. Resolution 2021-165 adopted amending the application procedures and guidelines to provide for the top competitive applicants with the opportunity to proceed with options 1, 2, 3 as stated in the agenda through either a community benefit agreement or development agreement.

There was no public comment.

There were no comments from City Council.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt consent item 1.A as amended to include the Resolution 2021-165 in the second action on agenda item 3.F of the regular meeting minutes of November 2, 2021. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Todd Lieberg spoke about the Aquatics Park not being open yet, and shared concerns regarding the Surland Development Agreement and amendments Surland is proposing and asked Council to direct staff to add to a future agenda about what can happen to the Aquatic Center.

Wes Huffman reminded Council about the Tracy Tree Foundation and potential financial input that will add \$100,000 value to City as far as planting trees. Mr. Huffman requested an agenda item revising the rules for candidates running for office for the City of Tracy and stated he would send Council a list of things that could be done to participate in the elections. Mr. Huffman clarified his previous request for \$20,000 from Measure V for trees.

Robert Tanner asked if Council is afraid of a lawsuit and shared his concerns regarding Council increasing cannabis business licenses from four to ten.

Dotty Nygard stated she received the request for a survey on the proposed increase on waste management and suggested an agenda item to discuss looking at funding through the State. Ms. Nygard added there is a perpetual problem when we see projects or programs that we want to institute in this town and the burden is put on residents, and requested discussion regarding bringing in a full-time grant writer. Ms. Nygard also spoke about improving bike infrastructure.

Karen Moore spoke about the solid waste increase and stated outlying cities are not paying as much as the City is proposing. Tracy is not getting grant money, has not taken enough time to educate the population, and asked to not make changes and go out for competitive bid or ask our waste management to be competitive with waste management.

Adrienne Richardson, City Clerk announced emails were received from Christine C. and David Moore regarding the Great Plate, Karen Moore regarding the proposed solid waste increase, and Claudia Fab regarding vaccination mandates. Council received the comments via email and were provided copies on the dais.

3. REGULAR AGENDA

3.A APPOINT GREGORY RUBENS TO SERVE AS INTERIM CITY ATTORNEY AND APPROVE A LEGAL SERVICES AGREEMENT WITH BURKE, WILLIAMS, & SORENSEN LLP FOR INTERIM CITY ATTORNEY SERVICES

Midori Lichtwardt, Assistant City Manager announced Gregory Rubens recused himself from the item, and introduced Nancy Ashjian, Assistant City Attorney. Ms. Lichtwardt provided the staff report.

Bernal Shull asked when looking for attorneys are they required to live in Tracy.

Bob Adams, Interim City Manager stated there is nothing we can legally do to make people live in the city limits.

There were no comments from Council.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-170** appointing Gregory Rubens to serve as Interim City Attorney and approving Legal Services Agreement with Burke, Williams, & Sorensen LLP for Interim City Attorney Services. Roll call found all in favor; passed and so ordered.

DEVIATION

3.F RECEIVE REPORT ON NUISANCE PEA FOWL IN THE REDBRIDGE AND SURROUNDING COMMUNITY AND PROVIDE DIRECTION TO STAFF

Mayor Pro Tem Vargas recused herself from participating on the item as she is a resident of the neighborhood affected by the peacocks.

Brittany Pasquale, Animal Services Supervisor provided the staff report.

Bob Adams, Interim City Manager clarified the problem is between a private area and the City and the problem needs to be resolved on both sides at the same time. The idea was to share the cost with the Redbridge Homeowners Association. Mr. Adams responded to questions.

Mayor Young clarified the complaint that got us to this point came from a resident that is not on the Redbridge side. It is the City that has asked the private to do their portion of it.

Council questions followed.

Kelly Wilson shared concerns and experiences regarding the peacock issue in her neighborhood, and requested option 2 in the staff report as it would improve the quality of life.

Michele Hinton shared her concerns and experiences with the peacock issue in her neighborhood, and asked Council to consider joining with Redbridge and get rid of the issue.

Carlata Tillman shared concerns about the peacocks in her neighborhood stating they should be removed.

Robert Tanner asked what is the guarantee they won't come back.

Kris and Lorraine Toll agreed with the previous speakers regarding the nuisance peacocks in their neighborhood, shared their experiences with the issue and stated they would appreciate the City's cooperation to remove the peacocks.

Dave Lieberman, Board Member on Redbridge HOA responded to the survey results, and shared his concerns regarding the peacocks. The Board has approved \$15,000 and is ready to assist the City with getting the issue handled and asked to find funds on the City side.

Karen Moore shared her concerns and provided a brief history regarding the peacock issue in the neighborhood.

City Council asked Rick Tolbert, Bay Area Wildlife Service questions. Mr. Tolbert provided information regarding how the peacocks will be trapped, release locations, and the cost of the service.

Council questions and comments followed.

David Lieberman made further comments regarding the peacocks returning.

Council questions and comments continued.

Mr. Adams stated Council needs to direct staff to come back in December with a funding source, a contract, and we need to do more research and bring back at the next meeting or following meeting.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to direct staff to pursue option 2 and share with the Redbridge Homeowner's Association to fund hiring a wildlife trapper to humanely remove the peafowl from the area. Roll call found Council Members Arriola, Bedolla, Davis, and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas abstained.

Adrienne Richardson, City Clerk stated emails were received from the Morgan Family and Jane Shiu regarding the peacock issues. Council received the comments via email and were provided copies on the dais.

3.B PUBLIC HEARING TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN (GSP) FOR THE TRACY SUBBASIN, APPROVE AMENDMENT NO. 1 TO THE TRACY SUBBASIN MEMORANDUM OF AGREEMENT FOR MANAGEMENT OF THE GSP FOR TRACY GROUNDWATER SUSTAINABILITY AGENCY'S JURISDICTIONAL AREA AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

Kul Sharma, Utilities Director presented the staff report.

Council questions followed.

Mayor Young opened the public hearing.

Bernal Shull asked if the City is using groundwater now and shared concerns regarding brown smelly water, no one coming to her home to test the water, and does not understand why we are on restrictions.

Mayor Young closed the public hearing.

Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt **Resolution 2021-171** to adopt the Groundwater Sustainability Plan (GSP) for the Tracy Subbasin. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt **Resolution 2021-172** approving Amendment No.1 to the Memorandum of Agreement for development of the Tracy Subbasin Groundwater Sustainability Plan. Roll call found all in favor; passed and so ordered.

3.C UPDATE ON THE VALLEY LINK PROJECT IN RELATION TO THE I-205 MANAGED LANES PROJECT AND CITY'S DOWNTOWN TRANSIT-ORIENTED DEVELOPMENT (TOD) PLANNING EFFORTS, AND PROVIDE DIRECTION TO STAFF

Scott Claar, Senior Planner, provided the update.

Mayor Pro Tem Vargas introduced Kevin Sheridan, Deputy Executive Director from Tri-Valley – San Joaquin Valley Regional Rail Authority, who provided a presentation and Valley Link status update.

Council questions followed.

Due to the late hour and the expected time needed for item 3.C Council decided to table items 3.D and 3.E.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to table regular items 3.D to the December 7, 2021 Council meeting and 3.E to a future meeting. It was City Council's consensus to table both items.

Mayor Young called for a recess at 10:52 p.m.

Mayor Young reconvened the meeting at 11:06 p.m.

Robert Tanner stated a track is going to have to be laid on I-205, did not support option 4, and suggested continuing to look at the downtown.

Mary Mitracos encouraged Council continue with the downtown specific plan and if there is any reason why the station would be precluded from being downtown, don't think you could meet those same conditions anywhere on I-205.

Dan Evans stated he wanted to see the downtown develop to its full potential but keep in mind community voted against Measure Y. Due to being unclear if rail is going downtown is a red flag that we should pump the breaks and stated the developer should shoulder burden of soil mitigation cost in the bowtie. Stick with option 1 or alter option 3 to ensure it meets the demands of the residents.

Pete Mitracos stated the project is being hijacked to fund extra lanes on I-205. Don't turn back on downtown or the station which will bring better quality for the community.

Dino Margaros stated there is no reason to stop anything right now and we need to have a plan for the downtown specific plan. Go forward with plan we have right now and if something changes, we address it then. There is nothing wrong with Tracy having multiple TODs.

Don Cose stated he felt like he has been duped. This Council has three times stated the preferred location is downtown Tracy. Need to go ahead with the specific plan we have going now.

Tim Silva praised what has been done to the downtown. At this point it is not up to us where the train is going to stop. Option 4 is the most viable option. Valley Link is going to build on I-205 because it makes more common sense. A downtown economic plan should be different from a TOD.

Alice English stated there is good chance the train will be going along I-205, and added we need to wait and see what Valley Link is going to do, studies need to be done. People in Tracy were misled. Go forward with the specific plan without the TOD.

Mr. Cose stated now is the time to support downtown and provided a brief history about the downtown. Special interest downtown are stakeholders.

Jim Freeman stated it is a travesty being voted on by Council to push towards a dramatic change. Measure Y was pushed in front of us, the community was told build high density downtown or bypass Tracy, and clearly Measure Y was voted down. Downtown TOD is wrong way to go. Downtown Specific Plan should not include housing.

Mayor Young responded to the callers comments stating it was misinformation.

Shawn Cannon stated Vargas-Young team supported Measure Y. Apparent rail station may have never been intended for the downtown. Hold off on any transit development.

Mayor Young responded to Ms. Cannon's comments and stated she will continue to support all Council Members.

Mayor Pro Tem Vargas responded to the comments stating it is a misrepresentation of her character.

Council questions and comments continued.

Bill Dean, Interim Development Services Director responded to questions.

Bob Adams, Interim City Manager clarified we are in response mode as found out additional information which contradicted some of the efforts staff was making. Wanted to let Council and the community know what was going on and also have the opportunity to have Valley Link tell Council what they are looking at.

Council discussion continued.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to continue work on a Downtown Specific Plan evaluating options for both a TOD Downtown and no TOD Downtown. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to direct staff to develop options for City Council related to a possible Valley Link Station along I-205. Roll call found all in favor; passed and so ordered.

3.D RECEIVE A QUARTERLY UPDATE FROM THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY (SSJCFA) ON THE IMPLEMENTATION OF THE

EMPLOYEE TRANSITION PLAN AND THE REVIEW AND DEVELOPMENT OF FINANCIAL POLICIES AND PRACTICES – Item tabled to December 7, 2021

- 3.E REVIEW CITY REGULATIONS REGARDING BOATS, PARKING, AND STORAGE IN RESIDENTIAL NEIGHBORHOOD FRONT YARDS AND PROVIDE DIRECTION, IF APPROPRIATE – Item tabled to a later date
- 3.G APPOINTMENT OF CITY COUNCIL SUBCOMMITTEES TO INTERVIEW APPLICANTS TO FILL ONE VACANCY AND TWO TERM EXPIRATIONS ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE, ONE TERM EXPIRATION ON THE PARKS AND COMMUNITY SERVICES COMMISSION, AND THREE UPCOMING TERM EXPIRATIONS ON THE TRACY ARTS COMMISSION

Adrienne Richardson, City Clerk provided the staff report.

Mary Mitracos congratulated Council for their collaboration on the previous item.

Council determined their appointments.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Vargas to appoint Council Member Bedolla and Council Member Arriola to interview applicants to fill one vacancy and two term expirations on the Measure V Residents' Oversight Committee, Mayor Pro Tem Vargas and Mayor Young to interview applicants to fill one term expiration on the Parks and Community Services Commission, and Council Member Davis and Mayor Pro Tem Vargas to interview applicants to fill three upcoming term expirations on the Tracy Arts Commission. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Alex Monceaux stated he did not realize when Council adjusted the community benefits it affected the non-retail cannabis licenses as well. Mr. Monceaux stated he received a letter indicating instead of being able to do a creative community benefit we have options which is either 1.5% flat to the City or something equal to 1.5% flat equivalent in option 3 but can present something. With the community benefit already being at 1.5% and not sure where the tax rate is and will probably be double community benefit so assume 3% for distribution will be close to 4.5% and still losing 50% of working capital. Spoke about subtract cost of goods. We cannot make adjustment by December 13, 2021.

Mayor Young stated she did not recall discussing the community benefit when it came to non-retail. Definitely spoke about the options for community benefit and they could have gone with what they originally chose, but we did not have opportunity to look at how it will affect the businesses.

Bob Adams, Interim City Manager stated staff can do a memo to Council to provide an answer.

5. STAFF ITEMS – None
6. COUNCIL ITEMS – Council Member Davis stated she was approached about a potential major project and discussed with Council Member Arriola and requested support for staff

to look at feasibility to bring Big Shot Golf facility to Tracy and fast track it. They would like to get approval in a timely manner. Council Member Arriola seconded the request and stated they could go elsewhere.

Council Member Davis asked in relationship to major businesses approaching Council or our community, can we explore a policy when the City is approached regarding major community desired businesses that Council be notified of those potential partnerships. Council Member Davis stated she would rather know ahead of time what partnerships we could be getting into and if there is something Council can do to turn into our favor, so businesses are choosing us instead of neighboring communities.

Bob Adams, Interim City Manager responded many businesses that are looking around like to remain confidential.

Council Member Davis asked if we are in conversations with businesses at a staff level is that something that can be discussed in a closed session just so Council is aware.

Gregory Rubens, Interim City Attorney stated there are very limited closed session items. If it involved real estate the City owned it may be in closed session, that is the only exception. It would have to be our real estate, something we are acquiring or leasing.

Council Member Davis requested support for a memo regarding the process for the recycling program switching over, did that really start back in 2014 that we could have been looking for grants. If true, did we apply for any grants or is it too late. Could we have approached this differently. Council Member Arriola seconded the request.

Council Member Davis requested a discussion about contracting with a dedicated grant writer. Mayor Pro Tem Vargas seconded the request.

Mayor Pro Tem Vargas wished everyone a Happy Thanksgiving and thanked friends and Council Members for flowers and notes received due to medical condition. Mayor Pro Tem Vargas gave a shout out to Tracy Buccaneers who competed through Stanislaus County and San Joaquin County and the Stars Division, which her son was quarterback brought home the Superbowl ring and trophy to Tracy. Mayor Pro Tem Vargas acknowledged the efforts of the team, coaches, and parents.

Council Member Bedolla requested support for a policy that would make it illegal to possess a catalytic converter that is not attached to a vehicle unless there is paperwork proving ownership, such as a bill of sale or an invoice from a repair shop. There was no support for the request. Council Member Arriola stated those cases are being prosecuted because it is a crime.

Council Member Bedolla asked the Interim City Attorney if it is within Council's purview.

Gregory Rubens, Interim City Attorney responded it may be and will have to look to see if there was a way to craft an ordinance that would be within our local police powers to regulate. Catalytic converters come from state and federal laws. Need to make sure there is not a preemption issue.

Council Member Arriola wished everyone a Happy Thanksgiving and stated he will be heading to Washington D.C. after Thanksgiving for a week to attend LGBT Victory International Conference and was looking forward to networking to get funding that we need.

Mayor Young acknowledged birthdays, wished everyone a Happy Thanksgiving, and reported on meetings and events she has attended.

7. ADJOURNMENT – Time: 1.23 a.m. Wednesday, November 17, 2021

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

The above agenda was posted at the Tracy City Hall on November 11, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE SOUTH SIDE COMMUNITY ORGANIZATION OF TRACY, CALIFORNIA, AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

EXECUTIVE SUMMARY

The South Side Community Organization of Tracy, California (SSCO) is a non-profit public benefit California Corporation who has partnered with the City in the past by providing cultural activities to the community in exchange for in-kind services from the City for these events. The City seeks to formalize and continue this partnership through a Memorandum of Understanding (MOU) for a two-year term with options for renewal.

DISCUSSION

The South Side Community Organization of Tracy, California (SSCO) was formed in May 2010. Its mission is to evolve to meet the needs of the community and all residents of Tracy and to serve the community's general welfare through education, as well as promote economic and cultural development.

The City recognizes SSCO as assisting the City by providing services and support throughout the community that celebrate cultural diversity. SSCO sponsors a 16th of September Cultural Celebration and parade. SSCO also seeks to add additional events throughout the year such as Day of the Dead, Los Posadas, and/or a Cinco De Mayo celebration. SSCO also operates and maintains the Guadalupe Community Center, where they offer recreational, social, and educational programs for the community. The Center is maintained and operated through donations and fundraisers throughout the year.

The City and SSCO have partnered in the past, having an executed MOU from 2014 and subsequent amendments to extend the terms of the agreement. Due to the COVID-19 pandemic, the terms of the MOU between the CITY and SSCO expired December 31, 2020 without a renewal.

This current MOU agreement with SSCO outlines a variety of uses at no charge for SSCO's annual 16th of September cultural celebration event at Lincoln Park. Key provisions include, but are not limited to, free use of the park and the City's mobile stage. The special event permit application, service fees for the parade, traffic control, and safety are waived.

In exchange, SSCO will continue to provide community events that will benefit both the residents of south Tracy and the community.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, and specifically implements the following goal:

Goal 3: Provide City programming and events that bolster quality of life.

FISCAL IMPACT

Event Name	Staff Costs	Equipment Costs	Waived Fee Charges	ANNUAL NET CITY LIABILITY
September 16 th Event	12,533.57	2,735.00	4,648.00	19,916.57
Special Event at McDonald Park	57.00	0	322.00	379.00
Special Event at McDonald Park	57.00	0	322.00	379.00
	12,647.57	2,735.00	5,292.00	<u>20,674.57</u>

Approval of this MOU will have a fiscal impact to the General Fund as a loss of revenue related to the use of City facilities as well as staffing and equipment budgets, which will be absorbed by Department operating budgets. The total estimated annual net liability to the City, based on FY 2019-2020 Master Fee Schedule and Salary Schedule is \$20,674.57 annually. The hosting of Special Events in Downtown Tracy generates additional foot and vehicle traffic that leads to tax revenue for the City from Downtown Businesses.

RECOMMENDATION

That City Council, by resolution, approve the Memorandum of Understanding with the South Side Community Organization of Tracy, California, and authorize the Mayor to execute the Memorandum of Understanding.

Prepared by: Katie Akre, Recreation Program Coordinator

Reviewed by: Thien Nguyen, Recreation Services Supervisor
Jolene Jauregui-Correll, Recreation Services Manager
Brian MacDonald, Director of Parks & Recreation

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A: Memorandum of Understanding between the City of Tracy and South Side Community Organization of Tracy, California

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND
THE SOUTH SIDE COMMUNITY ORGANIZATION OF TRACY, CALIFORNIA**

I. **PARTIES:** This Memorandum of Understanding (Agreement) is made by and between the City of Tracy (City), a municipal corporation, and the South Side Community Organization of Tracy, California ("SSCO"), a non-profit public benefit California Corporation.

II. **RECITALS:** SSCO was formed in 2010. The organization's primary mission is to serve the community's general welfare through education, economic, and cultural development.

The City Council recognizes that SSCO assists the City by providing cultural activities to the community.

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

A. City shall provide:

1. For the SSCO September 16th annual event, upon submission of a facility use application and event layout map from the SSCO, waive all City fees and charges, except as noted herein, to provide:
 - a. Pending event review and approval by Special Event Review Team, facility use and special event permit for parade (pre-approved "Long Parade Route") held on one Saturday in September (typically on September 16th or corresponding celebration date) on City streets, and for the September 16th event in the park at Lincoln Park.
 - b. City park alcohol permit for September 16th event in Lincoln Park.
 - c. Electrical outlet access at Lincoln Park for vendors, as available.
 - d. Pending availability and approval of requested location, provide use of the City's mobile stage, with delivery on date prior and pick up on day after event.
 - e. Waive fees for vendor booth inspections for the 16th of September cultural celebration event.
 - f. City staff printing and posting of "no parking" signage for the parade and at Lincoln Park, pick up barricades for street closures for downtown parade (16th of September cultural celebration event) beginning at 6th Street down Central Avenue to Holly Drive to end at Eaton Avenue at Lincoln Park, as required.
 - g. City staff and equipment to execute street and parking lot closures and re-openings including to deliver drop off and pick up of six barricades from street closures at designated areas around Lincoln Park for the 16th of September cultural celebration event.
 - h. City staff and equipment to provide vehicle ramps (including \$250 in materials costs) on the west and east ends of the Lincoln Park access pathway along the south perimeter of the park.
 - i. Power outlet access on Central Avenue for Parade judges/ announcer station.
 - j. City Public Works staff support for all other tasks associated with the September 16th Parade and Park event, not to exceed a total number of 90 regular work hours and 40 overtime hours with scheduling to be determined at the discretion of the Public Works Director or designee.
 - k. Tracy Police Department event support on September 16th from 10:00 am to 7:00 pm and the event parade with coverage to be determined at the discretion of the Police Chief or designee.
 - l. Up to 20 vehicle access passes at Lincoln Park for vendor

- unloading/loading purposes only.
- m. Provide free filming of the 16th of September cultural celebration event by Channel 26 (as staff availability permits and provide a free copy to SSCO) and free advertisement for September 16th event on cable channel 26 during week leading up to event, not to exceed \$2500 in production services within City of Tracy's current fiscal year Master Fee Schedule.
- n. Waive the permit application fee and banner hanging fee for SSCO's annual 16th of September cultural celebration event for a maximum of two weeks. Banner shall adhere to all City specifications.
- o. Damage deposit, as required by the facility use permit, shall not be waived.
- 2. Upon SSCO's submission of an approved facility use application and event layout map:
 - a. Provide a facility use permit for use of up to two additional events each one up to twelve (12) hours at MacDonald Park to host annual events on Saturdays.
 - b. Waive all facility rental-related fees, including permit application fee, hourly facility use fees, and facility attendant staffing fees, an estimated value of \$755 per City FY2020-21 Master Fee Schedule. Damage deposit shall not be waived.

8. SSCO shall:

- 1. Provide community events, examples include but are not limited to the 16th of September cultural celebration event, Day of the Dead, Los Posadas, and Cinco de Mayo.
 - a. Submit a facility use and special event application and event layout map with all required supplemental materials, and pay refundable damage deposit, a minimum of 90 days and no more than 12 months in advance of event date. Communicate any and all changes to the event application and layout map in writing no later than 5 business days prior to the event date.
 - b. Provide and conduct adequate fundraising activities to obtain funds needed to ensure on-going operations of SSCO and its ability to fulfill its mission.
 - c. Conduct regular meetings with SSCO staff, volunteers, and City staff to coordinate event details, and adhere to the final, City-approved event and parade schedules and layout maps.
 - d. Provide the necessary volunteers, equipment, and promotions to successfully conduct SSCO events.
 - e. Adequately clean any City facilities to acceptable condition after permitted use and facilitate any repairs to damages caused by such use.
 - f. Conduct necessary fundraising events and fund collection processes necessary to annually award scholarships to local high school students
 - g. May provide banners for posting by City at 10th and East Streets, and at East Street and Eaton Avenue near Lincoln Park monument. Banners must adhere to all City specifications attached as Exhibit A.
 - h. The SSCO shall meet with Channel 26 no less than 3 months prior to the event date to discuss the video production services for this event.

Production services are based on staff availability. Fees will be imposed for additional services outside of the budgeted amount. The list of Channel 26 production services and fees can be found on the City of Tracy Website.

- i. Carry insurance coverage and provide proof such insurance with endorsements evidencing the following:
 - I. Policy shall name the City of Tracy, its officers, agents and employees as "additionally insured" in relation to the activities performed in/on City property.
 - II. General liability insurance, including personal injury, in the amount of One Million Dollars (1,000,000.00) combined single limit per occurrence, including bodily injury, personal injury and property damage.

C. The parties shall agree that:

1. SSCO shall 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 SSCO or SSCO's agents, representatives, contractors, subcontractors, or employees. City shall indemnify, defend, and hold harmless SSCO (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 City's agents, representatives, contractors, subcontractors, or employees.
 2. This Agreement shall be subject to any and all policies, regulations and ordinances of the City of Tracy.
- IV. **TERMINATION:** Either party may terminate this Agreement by providing prior written notice to the other party of intention to terminate not less than ninety days prior to actual termination.
- V. **TERM:** This Agreement shall take effect on January 1, 2022 and shall expire on December 31, 2022. City, at the sole discretion of the City Manager or designee, upon consultation with the Parks and Recreation Director, and with written agreement from SSCO, may extend the term of this Agreement in two-year increments with a maximum of 5 years from the original date.
- VI. **AMENDMENTS:** This Agreement may be amended in writing and the amendment must be approved by mutual Agreement of both parties.
- VII. **DESIGNATED REPRESENTATIVES:** For the purposes of administering the Agreement, the President of SSCO and the Parks and Recreation Director for the City of Tracy shall act as representatives for their respective organizations.

VIII. NOTICES:

City of Tracy, a municipal corporation

City of Tracy
Parks and Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

South Side Community Organization

South Side Community Organization of
Tracy, California
Attn: Conrad Levoit, President
126 W. First Street
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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

**CITY OF TRACY, a Municipal
Corporation**

**South Side Community Organization of
Tracy, California**

Nancy D. Young, Mayor

Conrad Levoit, President

Date: _____

Date: _____

ATTEST:

Adrianne Richardson, City Clerk

Kevin Poole, Treasurer

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory J. Rubens, Interim City Attorney

Date: _____

Exhibits:

- A-City of Tracy Banner Guidelines
- B-City of Tracy Facility Reservation Handbook



Think Inside the Triangle™

City of Tracy Banner Guidelines

Tracy Municipal Code Section 10.08.4465

Approved by DES Director on 2/1/2011

Revised by DS Director on 9/11/2017

Initials: DM

Tracy Municipal Code (TMC) Section 10.08.4465 sets forth the City's policy regarding banner signs on public property, including authorizing the Development Services Director to establish banner guidelines in accordance with the TMC. Definitions are as set forth in TMC Section 10.08.4465.

A. General requirements.

1. Applicability; City priority. These banner guidelines apply only to banners for co-sponsored community-wide events. Banners for City-sponsored events or City banners are not subject to these guidelines.

Banners for City-sponsored events or City banners placed in the public right of way take priority over any co-sponsored event, whether street light banners or over-the-street banners.

2. Scheduling and reservations; Fees. Scheduling and reservations are accomplished through the Special Event Permit process (Tracy Municipal Code Chapter 4.40) through the Parks and Recreation Department reservation system. The Director of that department is authorized to approve the placement of banners and their conformance to these guidelines.

The applicant shall pay the special event application fee at the time of application.

A separate installation fee is also due, to cover the City's installation and removal costs, in the amount set forth in Section B below.

All reservations are scheduled on a first-come, first-serve basis. A reservation may be made up to 12 months before the date of the event.

3. Timing; duration. No co-sponsored community event banners shall be displayed three weeks before a local, state, or federal election.

A banner may remain in place for a maximum of three weeks in during a 12-month period.

4. Installation and removal. Banners may only be installed and removed by the City Public Works Department staff. The City will not adjust banners which have shifted from winds unless they pose a safety hazard. The banner shall be delivered to the Public Works Department one week before the date of installation, and must be retrieved from

the Public Works Department within two weeks after the event. Any banners in the possession of the Public Works Department after

B. Fees. The applicant shall pay the installation and removal fees at the time of submitting a special event application. The fees are to reimburse the City for staff time, for traffic control during installation and removal, and for the use of City vehicles required in the installation. The fees are as follows:

1. For each over-the-street banner location: \$200 per banner.
2. For each street light banner zone (see Section D below):
 - Zone 1: \$4,000
 - Zone 2: \$1,000
 - Zone 3: \$1,000
3. The fees reflect the cost of both installation and removal. If removal of a set of banners happens to occur simultaneously with installation of other non-City banners in the same location, then each of the applicants may apply to the Parks and Recreation Department for a 25% refund of the fees.

C. Over-the-street banners.

1. Locations. An over-the-street banner may be placed in one, two or three of the following locations (set forth in Section 10.08.4465(d)(2)):

- a. In the center median of Eleventh Street between Lammers Road and Crossroads Drive
- b. On Central Avenue between Eleventh Street and Tenth Street
- c. At Sixth Street and Central Avenue, upon completion of the Downtown Plaza.

Only one over-the-street banner is allowed at each of the above locations. The banner may only be attached to City designated and installed pole structures.

2. Banner specifications.

- a. The banner must be associated with a community-wide public event co-sponsored by the City.
- b. An over-the street banner must:
 - (i) be no larger than 15 feet in length and 3 ½ feet in height, constructed of material of 13-ounce woven vinyl fabric with wind relief holes, and include a metal tension ring at each corner of the banner. The text and graphics must be permanently adhered to the surface of the fabric, except when interchangeable panels are used, which firmly attach with velcro.

(ii) be sized according to dimension requirements to be established by the Public Works Director, and attached to these guidelines, once the City has installed the appropriate pole structures.

(iii) contain a sewn-in double-stitched sleeve across both the top and bottom edges of the banner for the ropes to run through. The applicant must provide a minimum of 80 feet of ½-inch diameter rope for each sleeve.

D. Street light banners.

1. Locations. A street light banner may be placed in one, two, or three of the zones set forth in Section 10.08.4465:

- a. Zone 1: Eleventh Street between Lammers Road and Corral Hollow Road;
- b. Zone 2: Tenth Street between A and East Streets; and
- c. Zone 3: Central Avenue between Eleventh and Sixth Streets.

These three zones do not include the four street corners at Tenth Street and Central Avenue, which are reserved for City banners.

An applicant must apply for an entire zone (or more), and not parts of zones. The banners may only be installed on street light poles with City-installed brackets.

2. Banner specifications.

- a. The banner must be associated with a community-wide public event co-sponsored by the City.
 - b. Zone 1. A street light banner in Zone 1 must meet the following specifications: 60" x 36" double-sided 15oz. blackout outdoor banner vinyl with 2 ½ -inch pole pockets at top and bottom
 - 1" 600# webbing sewn into hem
 - double stitched edges and pockets with double-sided grommets at top and bottom
 - outdoor life 3 to 4 years
 - c. Zones 2 and 3. A street light banner in Zone 2 or 3 must meet the following specifications: 36" x 24" double sided 15oz. blackout outdoor banner vinyl with 2 ½ -inch pole pockets at top and bottom
 - 1" 600# webbing sewn into hem
 - double stitched edges and pockets with double-sided grommets at top and bottom
 - outdoor life 3 to 4 years

CITY OF TRACY

Facility Reservation Handbook

Effective July 1, 2016



Think Inside the Triangle™

**City of Tracy Parks & Recreation Department
Community Facilities Division**

333 Civic Center Plaza, Tracy, CA 95376

Phone: (209) 831-6201

Fax: (209) 831-6218

Email: facilityreservations@cityoftracy.org

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INTRODUCTION

Thank you for considering the City of Tracy for your next business, family, or personal gathering or event. The City's Parks & Recreation Department, through its Community Facilities Division, administers the allocation and reservation of City-owned and operated indoor facilities and outdoor, park and picnic areas.

The City of Tracy recognizes the importance of providing safe, well-maintained and aesthetically appealing facilities to all users. The policy provided herein reflects this philosophy, as well as the City's desire to provide an outstanding quality of life through park amenities and facilities.

Please carefully review this handbook prior to submitting your request for facility usage, and sign the Acknowledgement Form on the last page of the Handbook to signify that you (and/or the representing organization) have read and understood the information and policy herein.

Contact information for the Community Facilities Division is as follows:

Tracy City Hall
333 Civic Center Plaza
Tracy, CA 95376

City Hall Business Hours:

Monday – Thursday 8:00 am – 6:00 pm
Friday* 8:00 am – 5:00 pm

**City offices are closed every other Friday. Please call ahead for office availability.*

Phone (209) 831-6201
Fax (209) 831-6218
Email facilityreservations@cityoftracy.org

City website: www.thinkinsidethetriangle.com

Online facility reservations (picnic areas only): www.TracyArtsandRec.com

GENERAL FACILITY RESERVATION PROCEDURES

Reservation Requests

Reservation requests must be submitted no later than 30 calendar days prior to the event date. Applications for reservations that do not require further review (see **Special Permits & Requirements**, p. 13) may be accepted within the 30-day window. An **Approved** Facility Use Permit is required for all indoor facility reservations, or for exclusive use of a reservable outdoor facility. Additional activities requiring a Facility Use Permit are detailed in TMC 4.16.050.

To hold an available date for a facility reservation or special event on public property, the following must be submitted:

- ☐ **APPLICATION:** Completed Facility Use Application. Application must be submitted by a person twenty-one (21) years of age or older (TMC 4.16.060(b)).
- ☐ **POLICIES ACKNOWLEDGMENT:** Signed Facility Reservation Handbook Acknowledgment Form
- ☐ **APPLICATION FEE:** *Non-refundable* Permit Application Fee (\$35) or Special Event Application Fee (\$77 non-profit/\$153 private or commercial)
- ☐ **SECURITY/ALCOHOL DEPOSITS:** Payment of security and alcohol deposits, if applicable

The following requirements are due **no later than 30 calendar days prior** to the reservation date:

- ☐ **USE FEES:** Payment of use fees, usually a per-hour rental fee
- ☐ **INSURANCE:** Provide Certificate outlined in insurance requirements
- ☐ **ADDITIONAL REQUIREMENTS:** Submit additional requirements, or supplemental permits, required as conditions of your permit (e.g., copies of City of Tracy business license, ABC license, County Health Permit, security guard contract, vendor contract for inflatable, etc.).

When all requirements have been met, the City will approve and issue a:

- ☐ **FACILITY USE PERMIT:** An **Approved** Facility Use Permit status indicates that all reservation requirements and full payment have been submitted and approved.

If the above obligations are not met, the City reserves the right to consider the event cancelled and subject to the stated **Cancellation & Refund Policy**. The City also reserves the right to cancel the contract and release the facility. **Submittal of an application does not guarantee that the reservation request has been authorized.**

Hours of Use

- Reservations may be requested during the following hours. Exceptions may be approved by the Director, or his/her designee, as a condition of the Permit.
 - **Indoor facility hours:** 8:00 am-1:00 am (excluding Transit Station Lobby, Civic Center Lobby)
 - **Outdoor park/facility hours:** 8:00 am to Dusk
- If requesting to set up the night prior to the event in an indoor facility, the reservation will be booked and charged up until 10:00 pm that evening (or the reservation end time, whichever is later), and then starting at 8:00 am the morning of the reservation.
- Reservations on City Holidays are contingent upon staff availability and shall be charged Weekend Rates.

Facility Tours

Facility tours are available during business hours, respecting the privacy of other facility users and renters using the facility, and are based upon staff availability. Contact the Community Facilities Division at (209) 831-6201 or facilityreservations@cityoftracy.org to schedule a 15-minute appointment.

FACILITY BOOKING POLICIES

Rental Classifications

The City has established the following rental classifications:

- **City of Tracy-Sponsored Programs:** Activities organized by the City of Tracy
- **Non-Profit:** Groups that have obtained 501(c)3 status as a charitable organization.
- **Government-Sponsored Events:** A governmental function, which benefits the city of Tracy residents
- **Private:** Individuals or groups holding private events not open to the public.
- **Commercial:** Companies, groups, or individuals holding events (social, business, educational, or profit making) for their own private use.

Allocations & Scheduling

- Requests for use of facilities are addressed on a first-come, first-served and as-available basis according to the following, maximum booking windows:
 - **City-Sponsored Programs:** 18 months prior to event
 - **Non-Profit Organizations & Government Agencies:** 12 months prior to event
 - **Private Groups and Individuals & Commercial Uses:** 10 months prior to event
- Only the designated organization representative(s) listed on the City reservation account or in the Memorandum of Understanding (MOU), or other legal agreement with the City, will be permitted to book facilities for their affiliated organization. Other individuals must receive permission in writing from the organization representative to reserve facilities for the organization, or under the organization's name (see **Authorized Agent**, p. 10).
- The City reserves the right to cancel any event as deemed necessary for the safety of all participants and in the best interest of the facility.
- The City of Tracy will not grant use of its facilities to any individual or group, political or otherwise, that advocates the overthrow of the government of the United States of America or the State of California by force, violence or any other unlawful means; or to any individual or group, political or otherwise, that discriminates because of race, religious creed, color, national origin, ancestry or sex.

Consecutive Booking Policy

- Bookings of large rooms, 1,500 square feet or greater (Tracy Community Center, Civic Center Lobby, Council Chambers, Tracy Transit Station Lobby) and large parks (Dr. Powers, Lincoln, and Veterans Parks) may not to exceed nine (9) bookings within a three (3) month period. Renters are required to complete their first set of bookings prior to renting for an additional period.
- Bookings of small meeting rooms, less than 1,500 square feet, are allowed for as many dates as needed, within a calendar year, for either groups or individuals. Renters may book on a monthly or weekly basis.

Non-Profit Status

An organization's non-profit status must be on file and current in order to qualify for a non-profit priority classification and rental rate. Proof of non-profit status must be submitted no later than 30 days prior to the reservation date. An organization must demonstrate its non-profit status by:

- Being registered as a non-profit business or corporation with the State of California **or** an acknowledged IRS 501(c) organization, **and**
- Maintaining good standing (business entity status "Active") with the State of California Secretary of State's office (<http://kepler.sos.ca.gov>).

FACILITY USE PERMIT REQUIREMENTS

Facility Use Permit Conditions

- Reservations may not be transferred, assigned, or sublet.
- Applicant is subject to all conditions listed on the Facility Use Permit.
- Requests for activities beyond the scope of a traditional facility reservation must be included as part of the Facility Use Application, and approved activities must be listed as conditions of the Facility Use Permit (see **Special Permits & Requirements**, p. 13).
- Facility users must have a copy of their Facility Use Permit on hand during each reservation and must be prepared to present it to City staff on demand. Facility users without permits may be asked to vacate the facility.
- The City reserves the right, on a case-by-case basis, to add conditions or modifications to the Facility Use Permit.

Permitted Hours

- **Permitted reservation hours must include set-up and clean-up time. Set-up and clean-up are the renter's responsibility.** Users may not access a facility prior to their permitted reservation time, and the facility must be cleaned and vacated by the end time specified in the Facility Use Permit.
- The applicant is responsible to meet all facility clean-up requirements.
- The applicant must be present during the entire reservation. If unavailable, the applicant may authorize another individual, in writing, to act as their representative.
- Fees will not be refunded if actual use time is less than the rental period agreed upon in the Facility Use Permit.
- Supplies and equipment may not be stored in City facilities overnight without prior arrangement and approval, conditions of which shall be listed on the Facility Use Permit. Any items left in or on the property will be held for two (2) business days, after which time, said items will be disposed of at the discretion of City staff. Additional rental, staff, and disposal fees may apply and may be deducted from the security deposit.

Amending the Permit

- Changes to the reservation must be made in writing, a minimum of 3 business days in advance, but in no case later than 12:00 noon on the Wednesday prior to the reservation.
- Changes to a rental date may be considered as a cancellation and re-booking if amendments are made within the ranges of when cancellation fees would be assessed. (See **Cancellation & Refund Policy**, p. 9.)

Insurance Requirements

Insurance must provide protection from claims arising from injuries or damage to other people or property. The following items are required on the insurance certificate, and the endorsement page must be included:

- The certificate of insurance must be submitted no later than 30 calendar days prior to the reservation date.
- Insured's name is the same as listed on the Facility Use Application.
- Minimum of \$1,000,000 General Liability Insurance, and \$2,000,000 Aggregate.
- Naming of the City of Tracy as "Additional Insured."
- Date, time and location of event.
- If serving and/or selling alcohol, a liquor liability endorsement to the user's general liability is required.
- If selling items of any kind, a product liability endorsement to the user's general liability is required.

continued, next page

City of Tracy Facility Reservation Handbook (July 1, 2016)

- Certificate Holder: City of Tracy/Community Facilities Division
333 Civic Center Plaza
Tracy, CA 95376

Grounds for Permit Denial or Revocation

- The City reserves the right to deny an allocation request in order to accommodate a City-sponsored/co-sponsored program or special event.
- The City of Tracy reserves the right to refuse to grant the use of its facilities to any person or group if such use is deemed to be contrary to the best interest of the City and/or its residents.
- A request may be denied, or a permit cancelled, on the grounds that the applicant has previously had a Facility Use Permit revoked in the City of Tracy or another jurisdiction for violation of permit conditions, or failure to fulfill any use requirement by the established deadline, including, but not limited to, the payment of facility fees or extra fees.
- Permits may be cancelled for failure to adhere to policies outlined in the Facility Reservation Handbook, as presented herein, or as contained in the Tracy Municipal Code. **Failure to uphold conditions of an approved Permit may result in immediate revocation of the Permit, with no refund of use fees.**

Appealing Permit Denial or Revocation

Applicants shall have the right to appeal to the Parks and Community Services Commission a permit denial, permit condition, the Director's refusal to waive the filing deadline, or the Director's decision pertaining to fees or insurance coverage. Notice of appeal shall be filed with the Director stating the grounds for appeal.

The appeal must be filed no later than 12:00 noon on Thursday, a week preceding the Parks and Community Services Commission meeting, to be placed on the next regular meeting's agenda. Regular meetings of the Parks and Community Services Commission are scheduled on the first Thursday of each month, at 7:00 p.m. inside of City Hall Council Chambers. The decision of the Parks and Community Services Commission may be appealed to the City Council which has final authority.

FACILITY DEPOSITS & USE FEES (Adopted July 1, 2016)

Security and Alcohol Deposits

A Security Deposit is required to reserve any indoor City facility and is due at time of booking. An additional Alcohol Deposit is required to reserve an indoor or outdoor City facility when alcohol will be served/ sold.

All deposits are fully refundable three to four weeks after the event if the following criteria are met:

- There is no damage to the facility.
- There is no additional City staff time required to clean or repair the facility as a result of the event.
- The cleaning of the facility is completed per the checklist.
- The hours of use do not exceed those paid for and agreed upon in the rental contract.
- Only the rooms designated on the rental contract were used.
- Police or City staff intervention was not required as a result of the event.

Facility security deposits may be waived by the department for membership, public or business meetings conducted by local non-profit organizations or other governmental agencies, when no other activities are being conducted in association with said meeting.

Indoor Facility Fees

See individual facility information sheets for user fees, amenities, and requirements. Reservations on City Holidays are contingent upon staff availability and shall be charged Weekend Rates. Weekend rates begin on Fridays at 5:00 pm. If requesting to set up the night prior to the event, the reservation will be charged up until 10:00 pm that evening (or the reservation end time, whichever is later), and starting at 8:00 am the morning of the reservation.

	Security Deposit	Additional Alcohol Deposit
Entire Community Center/ Main Rooms	\$472	\$472
Conference/Meeting Rooms	\$236	\$472

Extra Dumpster Disposal Fee (required for crab feeds)	\$100 / rental / dumpster

Park & Picnic Area Fees

For information on reserving sports fields, request a copy of the **Sports Field Reservation Handbook**. For information on reserving sports courts, including tennis courts, see the Sports Courts information sheet.

A security deposit is required for any event with alcohol, approved inflatable(s), and non-traditional activities. Fees related to supplemental permit applications, such as tent and generator permits, may also apply.

Estimated Attendance	Security Deposit
Fewer than 50 + traditional picnic activities	N/A
50-100; or less than 50 + non-traditional picnic activities	\$112
101 to 200 attendees	\$224
201 to 300 attendees	\$336
301 or more attendees	\$559

Inflatable Structures Administrative Fee	\$50 / day / structure
Mobile Stage Rental Fee (non-profits only)	\$350 / day

City of Tracy Facility Reservation Handbook (July 1, 2016)

Group Classification	Hourly Rate (minimum booking hours apply)		
	1-50 People	51-100 People	101+ People
Non-Profit (Max \$108/day)	\$15	\$21	\$28
Private	\$26	\$37	\$49
Commercial	\$37	\$54	\$70

Facility Use Fee Classifications

Non-profit/government, private, and commercial rates are available. "Commercial" rates apply for any activity conducted in or on a City facility where monies are collected for the specific purpose to financially benefit an individual, business, or organization; non-profit corporations are excluded.

Payments

- Non-refundable Permit Application Fee, refundable Security Deposit, and Alcohol Deposit (if applicable) are due upon submittal of Facility Rental Application.
- The balance of all use fees is due no later than thirty (30) calendar days prior to reservation.
- Payments accepted include: American Express, Discover, MasterCard, Visa, check, cash.
- Personal checks will **not** be accepted on behalf of a non-profit, for-profit, or commercial organizations. Checks must be issued by the associated organization.
- Payment plans are available by request, as approved by the Director or his/her designee.
- **If payments are not made on time, facilities may be released, and the reservation may be subject to the Cancellation and Refund Policy.**

Cancellation & Refund Policy

Cancellation fees are determined by the date the City receives written notification by the responsible party listed on the Facility Rental Permit of their intent to cancel the event. Upon receipt of the written cancellation request, the refund, if applicable, will be processed as follows:

	NUMBER OF DAYS PRIOR TO EVENT				
	90 Days or More	89-61 Days	60-31 Days	30-15 Days	14 Days or Less
Entire Community Center/ Main Rooms	No penalty	50% of fees held	75% of fees held	100% of fees held	100% of fees held
Conference/Meeting Rooms	No penalty	No penalty	No penalty	50% of fees held	50% of fees held
Park & Picnic Areas	No penalty	No penalty	No penalty	50% of fees held	50% of fees held

Cancellation fees and designated percentages are calculated from the rental fee listed in the Facility Use Permit. Any fees assessed on cancelled events will be deducted from the security deposit, if fees have not been paid. Deposits and rental fees will be refunded in the same form of payment (cash payments are refunded by check), within four (4) weeks of the final permit date.

Exception: If the event is cancelled by the permit holder or the City due to inclement or extreme weather conditions, a full credit will be issued to the permit holder's account to apply to another park/picnic area use within 12 months of the permitted date.

GENERAL FACILITY USE POLICIES & PROCEDURES

Audio/Visual Equipment

The following audio/visual amenities are included with the facility reservation. The permit holder is responsible for all A/V system set-up during the reservation and must provide additional equipment, including but not limited to: laptop, speakers, and connector cables.

Tracy Civic Center (City Hall)

- Council Chambers: Projector and screen
- Room 203: Projector and screen

Tracy Community Center

- Main Hall: Lectern with microphone, projector screen

Tracy Transit Station

- Room 103: Portable projector (subject to availability only) and screen
- Room 104: Portable projector (subject to availability only) and screen
- Room 105: Projector and screen

Authorized Agent

An applicant representing an organization renting a City facility is required to provide a letter from the agency or organization, on official letterhead, specifically authorizing the individual to conduct business with the City of Tracy to reserve a facility on the organization's behalf, and signed by the individual listed on the business license, a titled officer, or designated signatory.

Cleaning Requirements

See **Cleaning Checklist** at end of this Handbook.

Damages

The applicant agrees to reimburse the City for all costs incurred in repairing damages including, but not limited to, the facility, furnishings, fixtures, grounds, and/or additional cleaning required outside of the normal scope for said facility maintenance, including sidewalk steam cleaning and street sweeping if needed, which occurred in connection with the permitted activity and caused by the renter, sponsoring organizations and/or attendees. Reimbursement for such expenses that are in excess of the security deposit will be invoiced to the renter. Said costs must be paid to the City within thirty (30) days of receipt of the invoice. Failure to meet this deadline may be cause for legal action. The renting party will be responsible for any costs incurred by the City for such legal action and/or any costs to collect on any judgment against that party.

Decorations

- Tacks, nails, screws, duct tape and scotch tape are not permitted on walls, tables, trees, park poles and amenities, standards, etc. Painter's tape and removable, self-stick hooks are permissible.
- No decorations are allowed which would damage or discolor the facility or grounds.
- Any special decorations, activities, or amenities must have the written approval of the Parks & Recreation Department.
- All decorations must be non-combustible or non-flammable material, or shall be treated or maintained in a flame-retardant condition.
- Open flames or candles (with the exception of small birthday candles) are not allowed inside any facility.

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- All streamers, balloons, signage and other decorations must be removed from the facility and properly disposed of immediately after the event. Fees may be withheld from the deposit if City staff time is required to remove or dispose of any remaining decorations.
- Decorations may not be hung from the room dividers at the Tracy Community Center.

Event Promotion

City staff will not distribute or promote information on rentals and uses held in City facilities. Therefore, ensure fliers, advertisements and other promotional materials list the renter's contact phone number. Applicant must provide copies of all event fliers and/or advertisements, as well as website links for events held at City facilities.

Floor Layout Plan

Applicants with indoor facility reservations with 50 attendees or greater must submit a floor layout plan for approval, including decorations plan and extra amenities, to ensure all safety codes and regulations are adhered to. The City reserves the right to place additional requirements on the Facility Use Permit.

Food Preparation and Warming

Where applicable, the kitchens are to be used for the warming of food and minor preparation only. Per State and County Health Code regulations, full meal preparation is not allowed. Any food/beverage items left on site will be disposed of immediately following the rental period as indicated on the contract. Fees may be withheld from the deposit if City staff time is required to dispose of any leftover food or trash.

The use of chafing dishes for the warming of food will be approved provided the following conditions are met:

- Paper and plastic table coverings shall not be used.
- There are no combustible decorations within 10 feet of the food warming table, including wall hung curtains, drapes or decorations.
- There are no combustible napkins, plates, cups (paper, plastic or cloth) placed on the serving table or within 10 feet of the chaffing dishes.
- All open flame canisters for the chafing dishes must be firmly affixed to the chaffing dish and supported above the serving table surface.
- No open flame for cooking is to take place within the occupancy.
- NOTE: Additional conditions apply and shall be imposed for food preparation and warming in proximity to tents and other membrane structures. (See **Tents / Booths / Canopies**, p. 15.)

Good Neighbor Policy

Please arrive quietly and depart in the same manner to avoid disrupting the neighborhood. Balls and /or any other equipment thrown, batted, kicked, or otherwise propelled that land on private property are not to be retrieved without permission of property owner. Do not climb walls or enter gates to gain access onto private property. For assistance, contact the Facility Attendant.

Inappropriate Behavior

Any type of indecent exposure including public urination or any other inappropriate exposure will not be tolerated. The Tracy Police Department will be contacted immediately should individuals become unruly and further enforcement is needed.

Live Animals

Live animals are not allowed inside City buildings with the exception of service animals and Police canines. Owners are responsible for cleaning up after their service animals. Permit holders must indicate a designated waste area for service animals attending their event.

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Animals must be leashed at all times at City parks and sports fields. Animals may not access sports fields while games are in play. Farm animals of any type are not allowed on/in public facilities to include public buildings, grounds and parking lots. This includes, but is not limited to, horses and ponies.

Parking & Overnight Policy

Parking is restricted to designated areas only. Parking large vehicles such as RVs, moving trucks and tractor-trailer trucks on City property is prohibited. Vehicles are not permitted to be parked on the grass or sidewalks. Damage done to City property or a facility as a result of a vehicle will be charged against the Security Deposit.

Unless the Permit expressly allows it, no overnight parking of vehicles in City parking lots is allowed at any time (this includes RVs and other camper vehicles). Individuals or organizations cannot charge or collect revenue for the use of public parking.

Police Enforcement

If a renter refuses to comply with City Facility Reservation Policies or follow the request of a City staff member, the Tracy Police Department Dispatch will be notified for assistance. For your own convenience, in the case of an emergency, the Tracy Police Department Dispatch can be reached at (209) 831-4552.

Smoking

Smoking is not permitted inside City facilities. State Law GC 7597(a) states: "No public employee or member of the public shall smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Section 465 of the Vehicle Code, owned by the state."

Temperature Control

Temperature at the Tracy Community Center and Civic Center (City Hall) are centrally controlled and can only be adjusted 2 degrees in either direction from the thermostat at the location. Thermostat control is not available at the Transit Station. Contact the on-duty Facility Attendant for assistance or concerns.

SPECIAL PERMITS & REQUIREMENTS

The following items may require further review and approval from multiple City departments, and therefore require an advanced written request to process. Upon approval, City staff will add approved item(s) as a condition(s) of the Facility Use Permit.

Alcohol Permit/ABC License

Possession or consumption of alcohol is prohibited in all City parks and facilities without a Facility Use Permit and Alcohol Deposit on file. Tracy Municipal Code 4.16.050(f) provides guidelines regarding the possession of or consumption of any alcoholic beverage in designated City parks and facilities. The following criteria have been established by the Parks and Community Services Commission by which permits will be granted or denied:

- Not allowed in locations that are adjacent to schools (TMC 4.16.180(s))
- Restricted to sites with restroom facilities on site
- Not to exceed six (6) hours total facility usage
- Glass beverage containers are not allowed within the boundaries of any park (TMC 4.16.180(r))
- Restricted to beer and wine; distilled spirits are not permitted at any time
- Must have a park permit and alcohol deposit on file

Alcohol served and/or sold at a function held in a City facility requires an Alcohol Deposit and a Host Liquor Liability endorsement to the user's General Liability insurance.

Alcohol sold by any means (selling tickets, cost in admission price, donations, or charging a sponsor fee) also requires the user to obtain a City of Tracy Business License and an Alcoholic Beverage Control (ABC) Liquor License. Both requirements must be on file with the Community Facilities Division prior to the renter being issued an Approved Facility Use Permit with alcohol permit condition. Security guards are required as a condition of an ABC license, 1 security guard per 100 guests. (See **Security Guards**, p. 15.)

Amplified Sound

A permit is required for use of amplified sound in a park. The Director, upon granting a permit for use of any amplified sound system, may impose reasonable restrictions concerning the location of the sound system, and the maximum decibel level for the sound system (TMC 4.16.150). (See **Facility Electrical Access**, p. 14.)

BBQ Grills / Cooking Trailers

BBQs are designated and supplied by the City, and are located near the Picnic Areas. Use of private BBQs is not permitted. Requests to use a larger BBQ cooking trailer must be submitted in writing or on the rental application. Such requests will require a detailed Event Map, including trailer location and description of fuel source, size and type. Approved BBQ cooking trailers must be placed in an approved designated area at least 20 feet from the nearest tent or structure and supervised at all times to prevent injury to bystanders. BBQs and cooking trailers are not permitted on the premises of the Tracy Transit Station.

Channel 26 Filming

Requests for Channel 26 to film an event must be noted on the facility application and are subject to staff availability and additional fees. To discuss your specific filming needs and obtain a quote for services, contact Channel 26 directly at (209) 831-6220 or channel26@ci.tracy.ca.us.

Concessions & Merchandise Sales

The sale of items in any City park is prohibited without a permit from the Community Facilities Division. Facility

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users interested in selling merchandise or food and beverage items at their event held at a City park or facility must request authorization to do so in writing, obtain a permit from the Community Facilities Division, obtain a City of Tracy Business License (TMC 4.16.140), and obtain a product liability endorsement as part of the insurance certificate. (See **Vendors**, p. 15.)

The City may deny a permit application if the sole purpose of the activity is advertising or sale of any product, goods, wares or merchandise and is designed to be held for private profit and not for First Amendment expression (TMC 4.16.090(i)).

County Health Permit

If you are selling or serving food to the general public, and you are not cooking in an approved kitchen, including the Tracy Community Center, you may be required to obtain a County Health Permit. A Temporary Event Health Permit Application can be obtained from the San Joaquin County Environmental Health Department website: <http://www.sjcehd.com/docs/TEMPORARY%20EVENT%20APPLICATION.pdf>

Event Map

If an event is expected to have more than 100 attendees and/or is intended to utilize areas of the Park, not considered to be the picnic area, an event layout map is required, which requires additional time to process. The City reserves the right to place additional requirements on the event use permit.

Facility Electrical Access

Any and all access to City electrical units must be requested in writing from the Community Facilities Division. The City reserves the right to impose restrictions on electrical access due to outlet load capacities. Approved access and capacity will be noted on the Facility Use Permit.

Generators

Applicant must specify the size, type, and intended location of each generator to be used. The City reserves the right to impose restrictions on use and placement of equipment. Some generators may require an additional permit application and fees.

Inflatable Structures

The Parks and Community Services Commission has established that the erection or placement on park property of portable and inflatable structures is allowed by permit and at the following, designated parks only: Dr. Powers Park, Galli Family Park, Hoyt Park, Lincoln Park, Veterans Park, and Zanussi Park. Applicant must use a vendor from the City's Approved Provider List only to reserve inflatable play equipment, and shall provide written proof of contract. Inflatable shall not remain in the park past the approved, permitted time. Applicant must sign additional **Inflatable Structures Policy**.

Mobile Stages

Size, type, and placement of any mobile stage or platform must be approved by the City as a condition of the permit. Rental of the City's Mobile Stage is available to non-profit organizations only, and is subject to availability.

Recycling Program/Bins

The City of Tracy has adopted a Special Events Recycling program to assist the city to meet mandatory recycling goals. Groups conducting large public events in city parks are requested to contact the City's Recycling Coordinator at (209) 831-6300 to obtain a copy of the program and develop a recycling plan for their event. The City can also provide portable recycling bins to be used during special events and/or park rentals. The applicant agrees to reimburse the City for all costs incurred by it due to damage or replacement of equipment. It is the

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renter's responsibility to dispose of the recyclables, and any and all proceeds received from such disposal are the property of the renter.

Security Guards

Security guards may be required as a condition of a Facility Use Permit at the discretion of the Tracy Police Department. Events requiring an ABC license for alcohol must have one security guard per 100 attendees. Applicant must include a copy of the security guard contract with facility application packet.

Street Closures

Street closures are not permitted for private events on public streets. Requests for street closure for parades, fun runs, and other special events will be considered on a case-by-base basis, are contingent upon Transit schedule and needs, and may be subject to additional fees and conditions as determined by the City. There are three City-approved, downtown parade routes: Short, Standard, and Long. Processions generally do not require street closures but require a permit and may be subject to additional permit conditions.

Tents / Booths / Canopies

All Events with tents or canopies are required to complete an additional form. Tents are defined as having walls; canopies are defined as having no walls. Tents larger than 400 square feet, and canopies larger than 700 square feet will require a Tent Permit and inspection by Tracy Building and Fire Prevention on the day they are set up (additional permit application and fees may apply). Tents and canopies must be adequately weighted; no grass stakes permitted. Tents must be 20 feet from permanent buildings and structures, parking areas, lot lines, generators, and BBQs.

Vehicle Access

No vehicles may be driven on sports fields or parks without a City-issued Vehicle Access Permit, including golf cart or mule-type vehicles. Additionally, it is unlawful to ride or drive any horse or other animal or any motorized vehicle, cycle, go-cart or scooter other than on the roads or drives provided for such purpose (TMC 4.16.180(l)).

A request must be submitted in writing to the Community Facilities Division, and upon approval, specific conditions of vehicle access and applicable fees will be added to your permit. **Approved requests will be restricted to loading and unloading ONLY**, and a limited number of "Temporary Access Passes" will be issued for the event. The pass must be displayed on the dashboard of the vehicle at all times while in the park or open space and is valid only for the date, time, location and event as indicated on the pass. Violators will be cited and fined appropriately.

Vendors

If you would like to host a vendor(s) during your rental, submit a written request to the Community Facilities Division. Each vendor must be in possession of a business license and liability insurance. Additional conditions may apply to food vendors. **Tents/Booths/Canopies** policy applies. (See **Concessions & Merchandise Sales**, p. 13.)

The City may deny a permit application if the sole purpose of the activity is advertising or sale of any product, goods, wares or merchandise and is designed to be held for private profit and not for First Amendment expression (TMC 4.16.090(i)).

RESERVABLE CITY FACILITIES

Indoor Facilities

See individual facility information sheets for fees, amenities, and requirements.

Tracy Civic Center (City Hall), 333 Civic Center Plaza

- Lobby (additional conditions and restrictions apply)
- Council Chambers
- Conference Room 109
- Conference Room 203

Tracy Community Center, 950 East St.

- Entire Facility (required for weekend rentals)
- Main Hall
- Conference Rooms A and B

Tracy Sports Complex, 955 Crossroads Dr.

- Meeting Room

Tracy Transit Station, 50 E. Sixth St.

- Entire Facility
- Room 103 or Room 104
- Combo Room 103/104
- Room 105
- Lobby (hour restrictions apply)
- Outside Patio

Outdoor, Park & Picnic Areas

Large Parks and Outdoor Areas:

- Civic Center Outdoor Area (Park/Amphitheatre/Fountain/Patio), 333 Civic Center Plaza
- Dr. Powers Park*, 900 W. Lowell Ave.
- Lincoln Park*, East St. & Eaton Ave.
- Veterans Park*, 238 Glenhaven Dr.

Other Reservable Parks:

- Bland Park, 1753 Blandford Ln.
- Cecilian Park, Cypress & Hickory
- Galli Park*, 2341 W. Lowell Ave.
- Hoyt Park*, 300 3rd St.
- Kenner Park, 1850 Kavanagh Rd.
- Larson Park, Central & Ferdinand
- Talley Park, 1551 Dove Ct.
- Thoming Park, 100 Cambridge Place
- Zanussi Park*, 1500 Promenade Cir.

* Inflatable Play Structures/Jump Houses permitted at these locations only. Additional fee, security deposit and insurance requirements apply.

CLEANING CHECKLIST – INDOOR FACILITIES*

Check off each item completed, and give list to Facility Attendant at check-out time.

Facility/Room: _____ Permit # _____		Renter (✓)	City Staff (✓)
ALL MAIN ROOMS AND MEETING ROOMS			
Decorations removed from all walls and ceilings and properly disposed of at the completion of the function.			
Balloons removed from ceilings.			
Tables and chairs free of all tape and strings, wiped off, stacked neatly, and returned to storage area.			
	Tracy Community Center: Maximum 5 chairs per rack, 8 stacked tables, stored according to posted diagram.		
	Tracy Sports Complex Meeting Room: Chairs and tables stored according to posted diagram.		
	Tracy Transit Station: 103 and 104: Return 10 tables, 32 chairs to EACH; 105: 11 tables, 60 chairs. Refer to back of check-in/out sheet for current amenities.		
A/V equipment returned to proper location, if applicable.			
Floor dust mopped, and wet mopped (hot water only) where needed.			
Hallways and lobby cleaned of all food and trash.			
Carpets vacuumed.			
All personal items, supplies and equipment removed from the facility.**			
All debris around exterior of building (walkways and planted areas) disposed of properly.			
All trash bagged and placed <u>inside</u> the dumpster located outside of the facility.			
Return thermostat to neutral position or original temperature.			
Storage closets locked and secured.			
All lights turned off.			
ALL doors to outside locked and secured.			
RESTROOMS			
Restrooms cleaned of all trash; toilets flushed.			
KITCHEN FACILITY			
All dishes/utensils/tableware removed from facility.			
Stovetop and ovens cleaned.			
Stove and oven turned OFF.			
All food removed from oven and refrigerator.			
Refrigerator wiped clean, inside and out.			
Microwave wiped clean, inside and out.			
All sinks scrubbed and cleaned; disposal sink emptied. NOTE: The garbage disposal should not be used to discard large quantities of waste food but just the food remnants that remain when the container is rinsed after it has been emptied into the trash or storage container.			
All counter tops cleaned.			

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*** The renter is expected to provide their own cleaning supplies to clean the facility.** The City will furnish paper towels, bathroom tissue, plastic garbage bags, broom, mop, vacuum and bucket. If emergency maintenance or other assistance is required during non-business hours, call the Facility Attendant on duty at (209) 640-2733.

**** Any items left in or on the property will be held for (2) business days, after which time, said items will be disposed of at the discretion of City staff. Additional facility use, staff, and/or disposal fees may apply.**

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CITY OF TRACY FACILITY RESERVATION HANDBOOK ACKNOWLEDGEMENT FORM

I, _____, have read and understood the policies and procedures contained in the City of Tracy Facility Reservation Handbook, and agree to abide by them. I understand that failure to adhere to these policies may result in forfeiture of the deposit and any fees that I have paid. I have retained a copy of the Handbook for my reference and will share the information contained in the Handbook with the individuals and/or organization that I represent.

In addition to the policies and procedures listed in this Handbook, all functions conducted on/in City facilities must abide by the Tracy Municipal Codes as listed in Sections 4.16 and 4.40. A complete list of Municipal Codes is located on the City of Tracy web site at www.ci.tracy.ca.us.

I understand that the City of Tracy cannot anticipate every situation that may occur, nor can it anticipate all questions regarding a particular policy and that the City reserves the right to amend these policies as necessary. I have clarified any questions I have regarding these policies prior to executing this Acknowledgement.

I understand that the City of Tracy has the right to stop all usage, cancel and/or revoke my Facility Use Permit, if a violation of the policies and procedures contained in the Handbook are made by me, another organization representative(s), or an event or meeting attendee.

Event Title

Event Date

Printed name of facility user

Signature of facility user

Today's Date

Name of organization (if applicable)

RESOLUTION 2021-_____

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY
AND THE SOUTH SIDE COMMUNITY ORGANIZATION OF TRACY, CALIFORNIA, AND
AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, The South Side Community Organization of Tracy, California (SSCO) is a non-profit public benefit California Corporation whose mission is to evolve to meet the needs of the community and all residents of Tracy and to serve the community's general welfare through education, as well as economic and cultural development, and

WHEREAS, City recognizes SSCO as assisting the City by providing services and support throughout the community that celebrate cultural diversity; and

WHEREAS, SSCO sponsors a 16th of September Cultural Celebration and parade, and additional events throughout the year such as Day of the Dead, Los Posadas, and/or a Cinco De Mayo celebration, and

WHEREAS, City and SSCO have partnered in the past, having an executed MOU from 2014 and subsequent amendments to extend the terms of the agreement with the agreement having expired in 2020 without a renewal,

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the Memorandum of Understanding between the City of Tracy and the South Side Community Organization of Tracy, California and authorizes the Mayor to execute the MOU.

* * * * *

The Resolution 2021-_____ was adopted by Tracy City Council on the 7th day of December 2021, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

CITY CLERK

AGENDA ITEM 1.C

REQUEST

ESTABLISH A 2022 CALENDAR OF REGULAR CITY COUNCIL MEETINGS

EXECUTIVE SUMMARY

Staff recommends that City Council consider establishing the 2022 calendar of regular City Council meetings. It is a best practice to adopt an annual meeting calendar for agenda management and planning purposes.

DISCUSSION

In accordance with Tracy Municipal Code 2.04.020, regular meetings of the Council shall be held at 7:00 p.m. on the first and third Tuesday of each month in the Council Chambers. Special meetings and workshops may be called by the City Manager, Mayor or by a majority of Council Members as needed. Adopting a meeting calendar allows for proper agenda planning and can provide for recess periods, holidays, or election days.

Historically, Council has cancelled certain meetings given anticipated conflicts with state and local events of importance like elections and National Night Out (an annual event that occurs on the first Tuesday in August), and during holiday periods to eliminate the need to prepare and publish an agenda. Council typically takes action on such cancellations a meeting or two before the date of the scheduled meeting. The proposed calendar includes cancelling the following two regular meetings:

- January 4, 2022 – (There are currently no urgent agenda items scheduled)
- August 2, 2022 – National Night Out

If Council prefers not to cancel these meetings at this time, the proposed calendar can be amended to reflect that desire.

STRATEGIC PLAN

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

FISCAL IMPACT

Any additional special City Council meeting would require broadcast and recording services and miscellaneous technical support which will have a small impact on the General Fund.

RECOMMENDATION

It is recommended that City Council consider adopting a resolution establishing a 2022 calendar of regular City Council meetings.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

RESOLUTION 2021-

ESTABLISHING A 2022 CALENDAR OF REGULAR TRACY CITY COUNCIL MEETINGS

WHEREAS, In accordance with Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month in Council Chambers, and

WHEREAS, Special meetings and workshops may be called by the City Manager, Mayor or a majority of Council members as needed, and

WHEREAS, The City Council may also schedule special meetings and/or workshops as it deems necessary, and

WHEREAS, Adopting a meeting calendar each year for the upcoming year allows for proper agenda planning and can provide for recess periods, holidays, or election days, and

WHEREAS, Staff is recommending that the City Council adopt the following 2022 regular meeting calendar.

TRACY CITY COUNCIL 2022 MEETING CALENDAR			
Date	Type	Date	Type
January 4 – Cancel Regular Meeting		July 5	Regular
January 18	Regular	July 19	Regular
February 1	Regular	August 2 – Cancel (National Night Out)	
February 15	Regular	August 16	Regular
March 1	Regular	September 6	Regular
March 15	Regular	September 20	Regular
April 5	Regular	October 4	Regular
April 19	Regular	October 18	Regular
May 3	Regular	November 1	Regular
May 17	Regular	November 15	Regular
June 7	Regular	December 6	Regular
June 21	Regular	December 20	Regular

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the 2022 Regular Meeting Calendar listed in this resolution.

* * * * *

The foregoing Resolution 2021- was adopted by the Tracy City Council on the 7th day of December 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

APPROVE GRANTING A RIGHT-OF-WAY DEDICATION AND PUBLIC UTILITY EASEMENT TO CITY OF TRACY ON HOLLY DRIVE AND ARBOR ROAD

EXECUTIVE SUMMARY

The City of Tracy owns the north-east corner of Holly Drive and Arbor Road. The property was purchased from Holly Sugar. The City is leasing the property to Combined Solar Technologies, Inc. (CST) for an industrial use. On August 30, 2016, CST received a development review permit for a desalination plant. As a condition of the development review permit, CST is conditioned to construct frontage improvements and to underground the overhead utilities fronting the property. CST has retained a civil engineer, a contractor, and has engaged with the involved utilities to underground the overhead lines. A right-of-way dedication and a public utility easement are needed for the Project.

DISCUSSION

The City of Tracy (City) owns the north-east corner of Holly Drive and Arbor Road (APN 212-160-11). The property was purchased from Holly Sugar some time ago. On April 29, 2011, the City entered into an exclusive negotiating rights agreement with Combined Solar Technologies, Inc. (CST). The negotiations eventually lead to a lease agreement with Tracy Renewable Energy, LLC (the same company as CST but with a different name). CST proposes to construct a desalination plant which would assist the City's wastewater treatment plant process and treat the City's sewage effluent. On August 30, 2016, CST received a development review permit D15-0004 for the desalination plant. As a condition of the development review permit, CST is conditioned to construct frontage improvements such as curb, gutter, sidewalk, landscaping, irrigation, streetlights, minor street widening, and striping, as well as underground the overhead utilities fronting the property. CST has retained a civil engineer, a contractor, and has engaged with the involved utilities to underground the overhead lines. A dedication of City property to the City for street right-of-way and dedication of a public utility easement are needed to continue the project and the undergrounding process.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, which is to provide outstanding economic development opportunities by enhancing the City's competitiveness in attracting and developing a strong and diverse economic base.

FISCAL IMPACT

City dedications to itself generally do not have any fiscal impact. CST will complete all improvements associated with the dedications. The improvements are not in the current approved masterplans or specific plan and therefore CST is not eligible for fee credits or reimbursements. Underground utilities are not maintained by the City.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution granting a right-of-way dedication and granting a Public Utility Easement to the City.

Prepared by: Al Gali, Associate Engineer

Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Karin Schnaider, Finance Director
Bill Dean, Interim Development Services Director
Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – Grant Deed of Right-of-way
Attachment B – Grant Deed of a Public Utility Easement

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)

Space above this line for Recorder's
APN: 212-16-11

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC RIGHT-OF-WAY DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, the CITY OF TRACY, a municipal corporation represents that, as the owner of the herein-described real property, Grantor hereby grants a fee interest to the Public, the hereinafter described real property for the following public purpose:

PUBLIC RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

SIGNATURE PAGE

Signed this _____ day of _____, 20____

Corporation/Business Name: _____

Grantor Signatures: _____
Signature

Nancy D. Young Mayor

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____
City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION
D.N. 2003-152930, S.J.C.R. (PORTION)

ALL THAT REAL PROPERTY SITUATE IN RANCHO EL PESCADERO, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE 23.201 ACRE PARCEL DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT FOR PA-0200380, RECORDED AS DOC NO. 2003-053869, SAN JOAQUIN COUNTY RECORDS, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF ABOVE SAID 23.201 ACRE PARCEL, SAID POINT ALSO LYING ON A LINE 37.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF HOLLY DRIVE; THENCE ALONG SAID PARALLEL LINE SOUTH $0^{\circ}14'47''$ EAST, A DISTANCE OF 1,015.25 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}59'29''$, A DISTANCE OF 70.59 FEET TO THE POINT OF TANGENCY WITH A LINE LYING 37.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ARBOR AVENUE; THENCE ALONG LAST SAID PARALLEL LINE NORTH $89^{\circ}52'44''$ EAST, A DISTANCE OF 680.55 FEET TO THE EAST LINE OF ABOVE SAID 23.201 ACRE PARCEL AND THE **POINT OF TERMINATION**.

SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

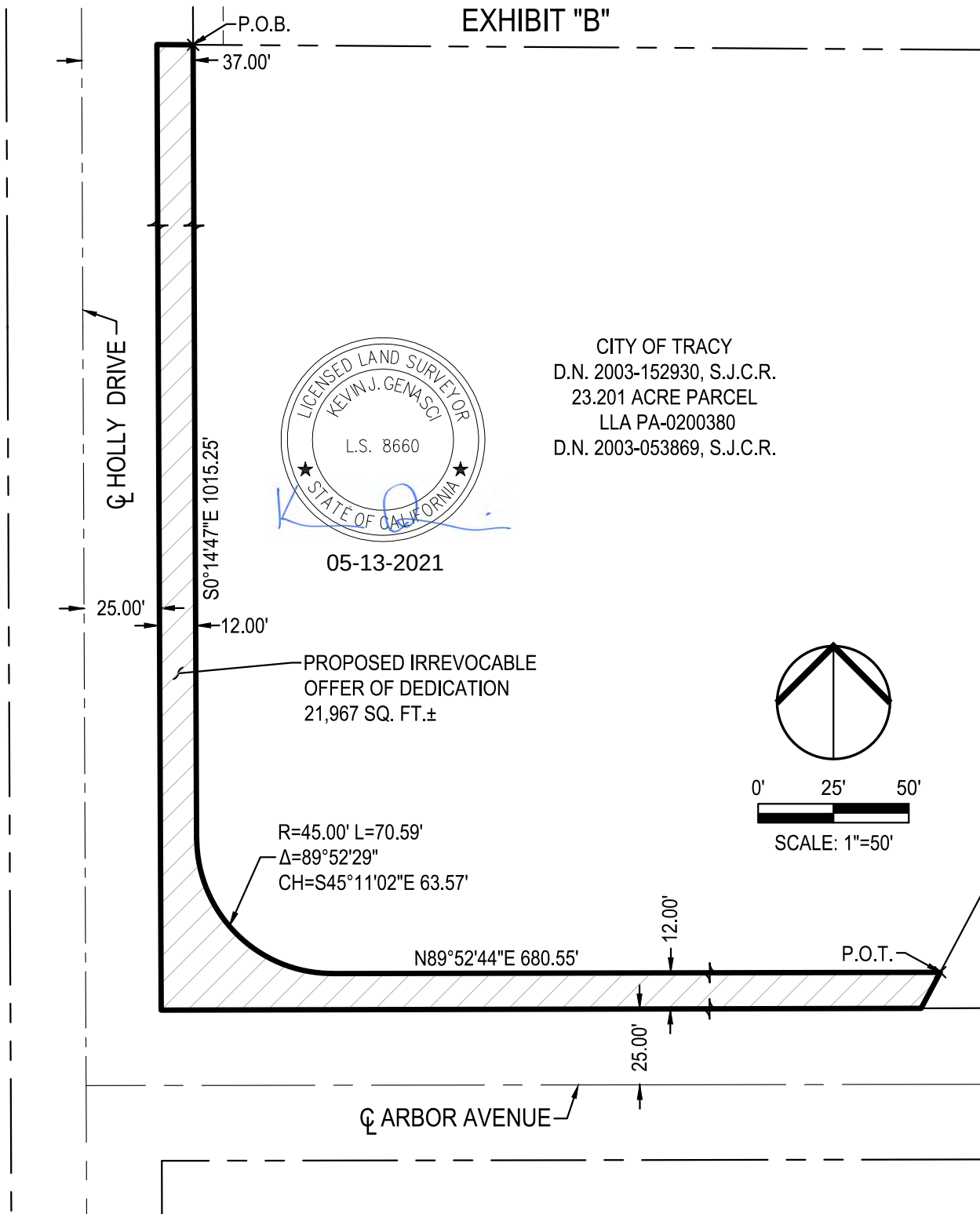
CONTAINING 21,967 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


KEVIN J. GENASCI, P.L.S. 8660
MAY 13, 2021



EXHIBIT "B"



DATE 08/28/19
DESIGN KJG
DRAWN ALB
JOB NO. 17017



SIEGFRIED

3428 Brookside Road, Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

- CIVIL
- STRUCTURAL
- LANDSCAPE ARCHITECTURE
- SURVEYING
- PLANNING
- ATHLETIC FACILITY DESIGN

SCALE: AS SHOWN
SHEET 1 OF 1

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)

Space above this line for Recorder's
APN: 212-16-11

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC UTILITY EASEMENT

For A Valuable Consideration, receipt of which is hereby acknowledged, the CITY OF TRACY, a municipal corporation represents that, as the owner of the herein-described real property, Grantor hereby grants to the Public a non-exclusive public utility easement on the hereinafter described real property for the following public purpose:

Installation and maintenance of any and all public utility facilities including but not limited to poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services, and any and all appurtenances pertaining thereto that shall be used subject to the approval of the City Engineer

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

SIGNATURE PAGE

Signed this _____ day of _____, 20_____

Corporation/Business Name: _____

Grantor Signatures: _____
Signature

Nancy D. Young Mayor

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____
City of Tracy

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT
D.N. 2003-152930, S.J.C.R. (PORTION)

ALL THAT REAL PROPERTY SITUATE IN RANCHO EL PESCADERO, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A 10.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF THE 23.201 ACRE PARCEL DESCRIBED IN THE NOTICE OF LOT LINE ADJUSTMENT FOR PA-0200380, RECORDED AS DOC NO. 2003-053869, SAN JOAQUIN COUNTY RECORDS, THE WEST AND SOUTH LINES OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF ABOVE SAID 23.201 ACRE PARCEL, SAID POINT ALSO LYING ON A LINE 37.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF HOLLY DRIVE; THENCE ALONG SAID PARALLEL LINE SOUTH 0°14'47" EAST, A DISTANCE OF 1,015.25 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'29", A DISTANCE OF 70.59 FEET TO THE POINT OF TANGENCY WITH A LINE LYING 37.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF ARBOR AVENUE; THENCE ALONG LAST SAID PARALLEL LINE NORTH 89°52'44" EAST, A DISTANCE OF 680.55 FEET TO THE EAST LINE OF ABOVE SAID 23.201 ACRE PARCEL AND THE **POINT OF TERMINATION**.

SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

CONTAINING 17,611 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


KEVIN J. GENASCI, P.L.S. 8660
MAY 13, 2021

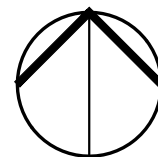


EXHIBIT "B"

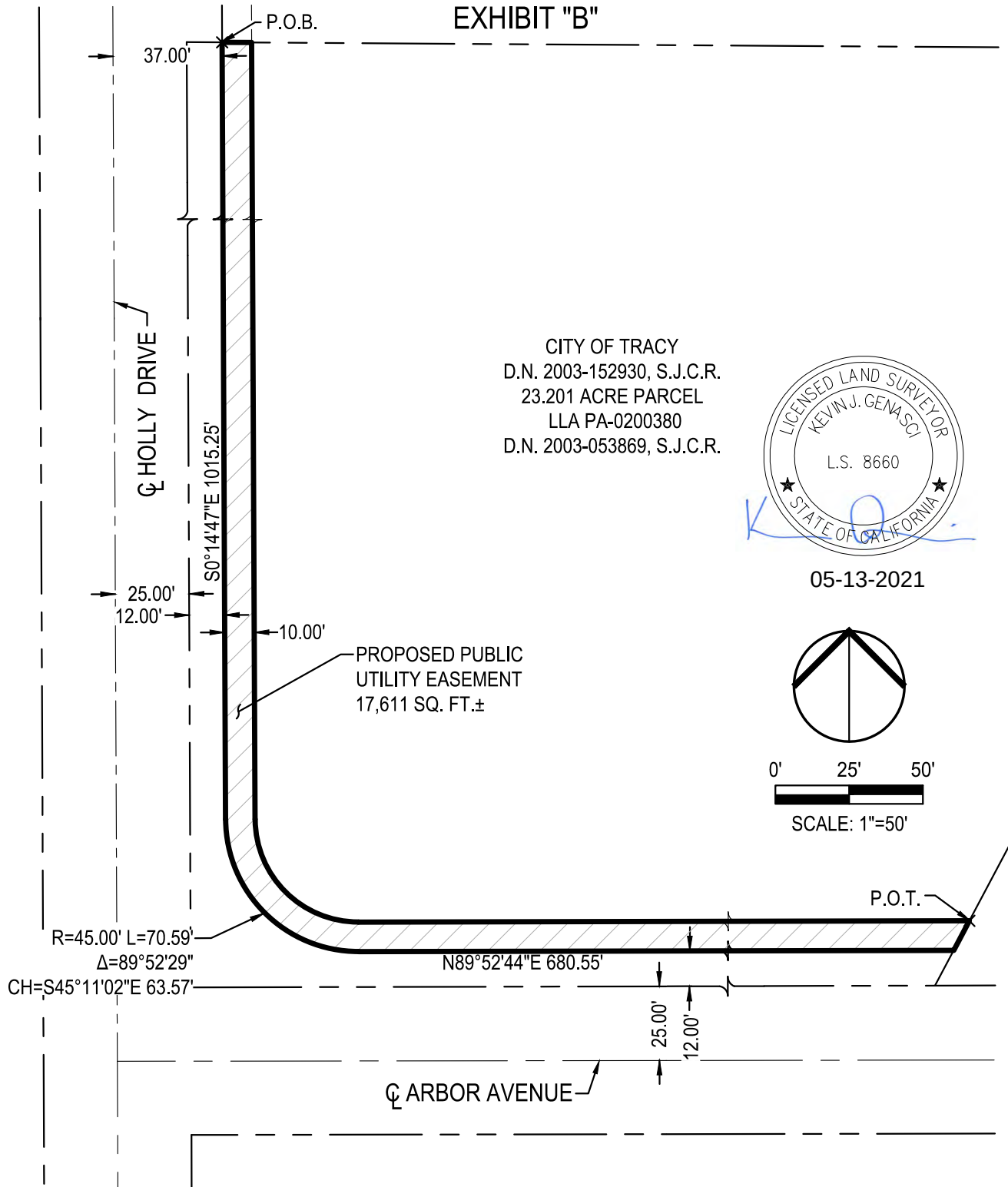
CITY OF TRACY
D.N. 2003-152930, S.J.C.R.
23.201 ACRE PARCEL
LLA PA-0200380
D.N. 2003-053869, S.J.C.R.



05-13-2021



0' 25' 50'
SCALE: 1"=50'



DATE 08/28/19
DESIGN KJG
DRAWN ALB
JOB NO. 17017



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209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

CIVIL
STRUCTURAL
LANDSCAPE
ARCHITECTURE
SURVEYING
PLANNING
ATHLETIC FACILITY
DESIGN

SCALE: AS SHOWN
SHEET 1
OF 1

RESOLUTION 2021-_____

APPROVE GRANTING STREET RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT
DEDICATION TO CITY OF TRACY FOR THE CORNER OF ARBOR ROAD AND HOLLY
DRIVE

WHEREAS, The City of Tracy owns the north-east corner of Holly Drive and Arbor Road
(APN: 212-160-11), and

WHEREAS, The City leases the property to Combined Solar Technologies (CST), and

WHEREAS, CST received a development review permit (D15-0004) to construct a
desalination plant on the property, and

WHEREAS, Per the approved development review permit, CST is conditioned to
construct frontage improvements and underground the overhead utilities, and

WHEREAS, To complete the conditioned improvements, the City of Tracy needs to grant
a right-of-way dedication for public street purposes and a public utility easement for utility
purposes, and

WHEREAS, All improvements will be completed by CST. Each utility will maintain their
respective underground utility;

NOW THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy
hereby approves a right-of-way dedication and grants a Public Utility Easements to the City.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City
Council on the 7th day of December 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

AUTHORIZE THE ACCEPTANCE OF A \$706,680 GRANT FROM STATE WATER RESOURCES CONTROL BOARD FOR THE CALIFORNIA WATER ARREARAGE PAYMENT PROGRAM FOR RESIDENTIAL AND COMMERCIAL DRINKING WATER ARREARAGES

EXECUTIVE SUMMARY

The State Water Resources Control Board, using Federal ARPA funds, has allocated \$706,680 to the City of Tracy for the California Water Arrearage Program, funded through Federal ARPA funds. The funding will provide utility bill relief for residential and commercial drinking water customers' unpaid past due balances that accumulated during the COVID-19 pandemic.

DISCUSSION

During the COVID-19 pandemic, many utility customers faced hardships making it difficult to continue paying their utility bill. The Finance Department has taken steps to assist customers having difficulty paying their utility bill, which covers water, wastewater, solid waste, and storm drain services. In June 2020, \$15,000 in Utility Billing relief was given to eligible City of Tracy utility customers as a bill credit using CDBG CARES Act funding. The Finance Department has also waived late fees, offered the Low-Income Rate Assistance program (LIRA), offered payment plans and paused the disconnection of water for non-payment; however, this pause will end December 31, 2021. Customers still facing a hardship after this date may face disconnection of their water service if their bill remains outstanding and in arrears.

The California Water Arrearage Payment Program was established to provide community relief by the State Water Resources Control Board through Federal American Rescue Plan Act (ARPA) funds to provide relief for residential and commercial drinking water customers' arrearages (unpaid past balances) during the COVID-19 pandemic bill relief period. Through the California Water Arrearage Payment Program, the City of Tracy has been allocated \$706,680 in funding. The City will apply \$686,097 of the funding to 1,997 residential and commercial customers' water portion of the utility bills past due balances for charges dating March 4, 2020 through June 15, 2021. While this funding does provide some financial relief to the utility customers with past due balances, the customers are still responsible for the wastewater, solid waste, and storm drain portions of their utility bill.

The remaining \$20,583 will be used for administrative costs associated with administering the program, including target mailings to customers with outstanding balances to encourage them to enroll in payment plans to avoid disconnection of services. Program requirements allow customers with a balance remaining after the bill credits are applied, the option to sign up for a twelve-month payment plan instead of the

City's traditional six-month payment plan. Customers must sign up for the payment plan within thirty days of being notified of the bill credit to avoid service impacts for unpaid account balances.

After funds have been distributed by the State Water Resources Control Board, the Board will determine if sufficient funding exists to fund a similar program to provide relief to past due Wastewater utility customers. However, at this time only the water portion of the past due amount will receive the credit.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Governance priority, which is to enhance fiscal stability, retain and attract new talent, improve the use of technology; and enhance transparency for the betterment of the Tracy community.

FISCAL IMPACT

The City of Tracy will receive \$706,680 through the California Water Arrearage Payment Program through funding from the State Water Resources Control Board using Federal ARPA funds.

RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the acceptance of a \$706,680 grant from the State Water Resources Control Board for residential and commercial drinking water arrearages.

Prepared by: Sara Cowell, Accounting Manager

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

Approved by: Bob Adams, Interim City Manager

RESOLUTION _____

AUTHORIZING THE ACCEPTANCE OF A \$706,680 GRANT FROM STATE WATER
RESOURCES CONTROL BOARD FOR THE CALIFORNIA WATER ARREARAGE PAYMENT
PROGRAM FOR RESIDENTIAL AND COMMERCIAL DRINKING WATER CUSTOMER
ARREARAGES

WHEREAS, The California Water Arrearage Payment Program was established by
the State Water Resource Control Board through Federal ARPA funds to provide funding for
residential and commercial drinking water arrearages, and

WHEREAS, The City of Tracy is eligible to receive an allocation in the amount of
\$706,680, and

WHEREAS, The City will apply \$686,097 of the funding to 1,997 residential and
commercial customers' water portion of the utility bills past due balances for charges dating
March 4, 2020 through June 15, 2021, and

WHEREAS, The City will apply the remaining \$20,583 to be used for administrative
costs associated with administering the program, including target mailing to customers with
outstanding balances, and

WHEREAS, Staff recommends City Council accept the California Water Payment
Arrearage Program grant;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy
hereby accepts the \$706,680 grant award from the State Water Resources Control Board for
the California Water Arrearage Payment Program providing funding through Federal ARPA
funds for residential and commercial drinking water arrearages incurred during the COVID-19
bill relief period.

* * * * *

The foregoing Resolution ____ was passed and adopted by the Tracy City Council on the .
_____ day of _____, 2021, by the following vote:

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

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 1.F

REQUEST

APPROVE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA) FOR A LATERAL OFFICER REFERRAL PROGRAM AND SPECIAL ASSIGNMENTS; APPROVE SIDE LETTER AGREEMENT BETWEEN CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA) FOR A LATERAL OFFICER REFERRAL PROGRAM; AND AUTHORIZE THE INTERIM CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS

EXECUTIVE SUMMARY

Staff requests approval of side letter agreements with Tracy Police Officers' Association (TPOA) and Tracy Police Management Association (TPMA) to implement a lateral Officer Referral Program providing an incentive up to \$1,000 to members of the TPOA and TPMA for the referral of lateral Police Officers hired by the City. Additionally, staff requests the approval of a side letter agreement with TPOA to add ancillary assignments for Professional Standards and Training Sergeant and Chief of Staff Administrative Sergeant as assignments eligible for special pay.

DISCUSSION

Lateral Officer Referral Program Side Letter

Recruiting experienced lateral Police Officers has become challenging due to the market demand for highly qualified candidates. To attract top tier candidates, many agencies rely on employee outreach to engage potential candidates in the hiring process. To encourage employee referrals, law enforcement agencies use monetary referral bonuses to incentivize employees to refer potential candidates to compete for vacant positions. Experience shows that the best recruiters for the City of Tracy have been our own officers. Current officers and recent lateral hires have been referring experienced officers to the City of Tracy, which enhances recruitment efforts.

The Lateral Officer Referral Program will provide an incentive of \$1,000 to existing TPOA and TPMA members that refer a new lateral officer to the City of Tracy. The first \$500 of the referral incentive will be paid to the referring officer upon hire of the lateral officer and an additional \$500 will be paid to the referring officer following the lateral officer's completion of the field training program. The lateral Officer Referral Program will assist with achieving the goal of filling vacant positions with highly qualified lateral officers.

Special Assignment Side Letter

In early 2021, the Tracy Police Department assigned a Sergeant to support the Professional Standards and Training Lieutenant. The Professional Standards and Training Division was established to centralize administrative investigations, internal training, external training, force reviews, pursuit reviews, and policy implementation. The Professional Standards and Training Sergeant will assist in auditing of internal dept procedures, background investigations and other projects as assigned. Additionally, the position of Administrative Sergeant/Chief of Staff was assigned to the Office of the Chief of Police and was created to provide support and assist the Chief of Police with a variety of projects and tasks. Both positions are ancillary assignments and are consistent with other special assignments as identified in the current TPOA MOU. This side letter will amend the language in the TPOA MOU to reflect the current structure and utilization of the special assignments in the Police Department.

STRATEGIC PLAN

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

Governance Strategy

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

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The impact to the General Fund as a result of approving this program and the additional special assignment pay will be absorbed by approved department budgets.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, side letter agreements with Tracy Police Officers' Association and Tracy Police Management Association to provide for a Lateral Officer Referral Program and approve a side letter agreement with the Tracy Police Officers' Association for the addition of two special assignments to existing contract language and authorize the Interim City Manager to approve side letters of agreement.

Prepared by: Judy Carlos, Human Resources Analyst II

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

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

A – Side Letter of Agreement between the City of Tracy and the Tracy Police Officers Association (TPOA) – Lateral Officer Referral Program

B – Side Letter of Agreement between the City of Tracy and the Tracy Police Management Association (TPMA) – Lateral Officer Referral Program

C – Side Letter of Agreement between the City of Tracy and the Tracy Police Officers Association (TPOA) – Special Assignment Pay Section 8.1

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY POLICE OFFICERS ASSOCIATION
Lateral Police Officer Referral Program**

The City of Tracy and Tracy Police Officers Association (TPOA) agree to enter into this side letter to establish a Lateral Police Officer employee referral program for City of Tracy employees. This Agreement will be effective upon execution of the agreement, and will expire on June 30, 2023, unless the TPOA and City mutually agree to extend this Agreement in writing. Upon depletion of the program funds for the year, the program will be paused until the program funds are replenished at the start of the new fiscal cycle.

The City desires to implement a Lateral Police Officer referral program to aide in the recruitment and retention of qualified Lateral Police Officers. The complete program and procedure is outlined in the Tracy Police Departments **STANDARD OPERATING PROCEDURE – ABO 21-05**.

Current TPOA members, who refer an eligible Lateral Officer Hire and complete the Employee Referral Form, will receive an incentive of up to one thousand dollars (\$1,000) for newly hired and retained Lateral Police Officers. Referral incentive payments will be paid in two installments. The first installment of \$500 will be paid to the referring TPOA member when the candidate is hired. The second installment of \$500 will be paid to the referring TPOA member once the Lateral candidate completes their field-training program.

The referral incentive for current TPOA members is not compensable for CalPERS retirement purposes.

Only one current TPOA Member can be identified as the referring officer for each eligible Lateral hire for purposes of the referral incentive program outlined above. The Police Chief retains the right to modify the program based on the needs of the department.

FOR THE City of Tracy

FOR THE Tracy Police Officers Association

Michael Richards

Date: _____
Bob Adams
Interim City Manager

Date: 11-10-21
Mike Richards
President of TPOA

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY POLICE MANAGEMENT ASSOCIATION
Lateral Police Officer Referral Program**

The City of Tracy and Tracy Police Management Association (TPMA) agree to enter into this side letter to establish a Lateral Police Officer employee referral program for City of Tracy employees. This Agreement will be effective upon execution of the agreement, and will expire on June 30, 2023, unless the TPMA and City mutually agree to extend this Agreement in writing. Upon depletion of the program funds for the year, the program will be paused until the program funds are replenished at the start of the new fiscal cycle.

The City desires to implement a Lateral Police Officer referral program to aide in the recruitment and retention of qualified Lateral Police Officers. The complete program and procedure is outlined in the Tracy Police Departments **STANDARD OPERATING PROCEDURE – ABO 21-05**.

Current TPMA members, who refer an eligible Lateral Officer Hire and complete the Employee Referral Form, will receive an incentive of up to one thousand dollars (\$1,000) for newly hired and retained Lateral Police Officers. Referral incentive payments will be paid in two installments. The first installment of \$500 will be paid to the referring TPMA member when the candidate is hired. The second installment of \$500 will be paid to the referring TPMA member once the Lateral candidate completes their field-training program.

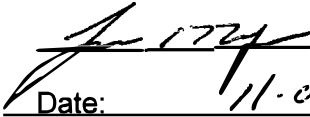
The referral incentive for current TPMA members is not compensable for CalPERS retirement purposes.

Only one current TPMA Member can be identified as the referring officer for each eligible Lateral hire for purposes of the referral incentive program outlined above. The Police Chief retains the right to modify the program based on the needs of the department.

FOR THE City of Tracy

Date: _____
Bob Adams
Interim City Manager

FOR THE Tracy Police Management
Association



Date: 11-04-21
Luis Mejia
President of TPMA

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY POLICE OFFICERS ASSOCIATION
Special Assignment Pay**

The City of Tracy and Tracy Police Officers Association (TPOA) agree to enter into this side letter to update the language set forth in section 8.1 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2023. The revised language in these sections of the MOU is effective November 1, 2021-June 30, 2023 and shall read as follows:

Section 8. Differentials

8.1 Special Assignment Pay

Regular Continuous Assignment

Special assignment pay shall be provided in the amount of five percent (5%) for base salary per month for the sworn personnel who are assigned to and perform in the assignments of:

Detective (assigned to General and Special Investigations Unit) *
 School Resource Officer
 Neighborhood Resource Officer (NRO)
 Community Policing Sergeant
 Detective Sergeant (assigned to General and Special Investigations Units)
 Traffic Safety Unit Sergeant*
 Professional Standards and Training Sergeant
 Chief of Staff Administrative Sergeant

Only assignments noted with "" are applicable to Corporals performing those duties.

Short-Term Assignments

The Police department plans to exclusively utilize Police Corporals to serve as the Field Training Officer. In the event a TPOA member, excluding Police Corporal, is directed by the department to serve as the Field Training Officer, the employee shall receive special assignment pay for hours worked in the Field Training Officer assignment.

K-9 and Motorcycle Assignments

The K-9 officer will provide feeding, grooming and other normal chores associated with maintaining a dog in a clean and healthy environment, in exchange for twelve (12) hours of overtime credited to him/her each month during which he/she is assigned as the K-9 officer.

The motorcycle officer or Police Corporal on a motorcycle special assignment will provide normal maintenance, washing and waxing of his/her assigned motorcycle, in exchange for eight (8) hours of overtime credited to him/her each month, during which he/she is assigned as the motorcycle officer. In addition, the motorcycle officer or Police Corporal on a motorcycle special assignment will transport the motorcycle, during normal work hours, to "the designated vendor" for detailed maintenance and repairs as needed.

Removal from Assignment

The assignment of Officers to any of these special assignments or the removal of Officers from these special assignments shall be based on performance and at the sole discretion of the Police Chief.

FOR THE City of Tracy

Date: _____
Bob Adams
Interim City Manager

FOR THE Tracy Police Officers Association
Michael Richards

Date: **11-3-21**
Michael Richards
President of TPOA

Digitally signed by
Michael Richards
Date: 2021.11.03
21:33:23 -07'00'

RESOLUTION 2021 - _____

APPROVING SIDE LETTER AGREEMENTS BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION (TPOA) FOR A LATERAL OFFICER REFERRAL PROGRAM AND SPECIAL ASSIGNMENTS; APPROVING SIDE LETTER AGREEMENT BETWEEN CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA) FOR A LATERAL OFFICER REFERRAL PROGRAM; AND AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS

WHEREAS, The City desires to implement a Lateral Officer Referral Program for current officers of the Tracy Police Officers Association (TPOA) and Tracy Police Management Association (TPMA) to enhance recruitment efforts, to attract and retain qualified lateral Police Officers, and

WHEREAS, Amending the Tracy Police Officers' (TPOA) contract language for the addition of two ancillary assignments of Professional Standards and Training Sergeant and Administrative Sergeant/Chief of Staff is necessary to reflect the current structure and utilization of special assignments in the Tracy Police Department, and

WHEREAS, The City has met and conferred with the bargaining units regarding the contents of the side letters, and

WHEREAS, The City desires to grant authority to the Interim City Manager to approve side letter agreements;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the side letters attached as Exhibit A between the City of Tracy and the Tracy Police Officers' Association, Exhibit B between the City of Tracy and the Tracy Police Management Association, Exhibit C between the City of Tracy and the Tracy Police Officers' Association and authorizes the Interim City Manager to approve side letter agreements.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 7th day of December, 2021 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

APPROVE SIDE LETTERS BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T.; REVISED COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT, LIMITED SERVICES EMPLOYEES AND DEPARTMENT HEADS; AND AUTHORIZE AN AMENDMENT TO THE POSITION CONTROL ROSTER AND THE CITY MASTER SALARY SCHEDULE TO REFLECT THE ELIMINATION OF SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY POSITIONS

EXECUTIVE SUMMARY

On January 1, 2022, City of Tracy employees assigned to the South San Joaquin County Fire Authority ("Authority") will transition to and become employed by the South San Joaquin County Fire Authority. As a result of the transition, all positions currently allocated to the Authority will be eliminated from the City's Position Control Roster and all classification specifications exclusively assigned to the Authority will be removed from the City's Classification Plan and Master Salary Schedule. In addition, the Memorandum of Understanding or Compensation and Benefit Plan for each classification exclusively represented by the Authority has been updated to reflect the elimination of Authority positions.

DISCUSSION

In March of 2018, the City of Tracy and Tracy Rural Fire District adopted a new Authority Joint Powers Agreement. This Agreement allowed for the transition of employees to the Authority from the current Employer of Record, the City. The Agreement required Authority staff to develop and present a Personnel Transition Plan for the transition of employees. City Council approved the Authority's Personnel Transition Plan on August 17, 2021.

The City of Tracy currently serves as the employer of record for personnel assigned to the Authority. On January 1, 2022 all positions exclusive to the Authority will be removed from the City's Position Control Roster and Classification Plan including the Master Salary Schedule. In addition, references to Authority classifications have been removed from the existing Memoranda of Understandings (MOU) between the City of Tracy and the various bargaining units including the Tracy Mid-Managers Bargaining Unit (TMMBU), Teamsters Local No. 439 I.B.T. and the Compensation and Benefit Plans for the Confidential Employee Unit, Limited Services Employees and Department Heads. Additionally, the Position Control Roster and Master Salary Schedule will be amended to reflect the eliminated positions from the City of Tracy and transitioned to the Authority.

Representatives from the City and the aforementioned bargaining units met and conferred in good faith and negotiated the terms of the transition and impacted employees.

Proposed modifications are summarized below:

Tracy Mid-Managers Bargaining Unit (TMMBU):

Emergency Medical Services Manager is the only classification within this unit solely assigned to the Authority and will be removed from the TMMBU MOU by way of a side letter agreement with the language changes as follows:

1. 6.6 Uniforms and Uniform Allowances – Remove Emergency Medical Services Manager
2. Exhibit A: TMMBU Classifications – Remove Emergency Medical Services Manager

Teamsters Local No. 439 I.B.T.:

Fire Inspector is the only classification within this unit exclusively assigned to the Authority and will be removed from the Teamsters MOU by way of a side letter agreement with the language changes as follows:

1. 9.2 Uniform Allowance – Remove Fire Inspector
2. 9.3 Uniforms – Remove Fire Inspector
3. Exhibit A: Benchmarks – Remove Fire Inspector

Confidential Employee Unit (CEU):

Fire Division Chief and Fire Marshal are the two classifications within this unit exclusively assigned to the Fire Department and will be removed from the Compensation and Benefit Plan for CEU. The proposed changes to the Compensation and Benefit Plan sections are as follows:

1. Section 2. Confidential Employee Unit Membership – Remove Fire Division Chief and Fire Marshal
2. Section 3. Compensation (C) Overtime – Remove Fire Division Chief Assistance by Hire Back Fill provision
3. Section 4. Leaves (J) Holiday Pay for Division Fire Chiefs – Remove provision
4. Section 5. Benefits (F) Uniform Allowance – Remove provision

Limited Service Employees (LSE):

Fire Reserve and Firefighter Trainee are the two classifications within this unit exclusively assigned to the Fire Department and will be removed from the Compensation and Benefit Plan for LSE. The proposed changes to the Compensation and Benefit Plan sections are as follows:

1. ATTACHMENT A Limited Service Employee Classification and Pay Schedule – Remove Fire Reserve and Firefighter Trainee

Department Head Compensation and Benefits Plan:

Fire Chief is the only classification within this unit exclusively assigned to the Fire Department and will be removed from the Compensation and Benefit Plan for Department Heads. The proposed changes to the Compensation and Benefit Plan sections are as follows:

1. Section 2. Department Heads Unit Membership – Remove Fire Chief
2. Section 5. Benefits (B) CalPERS Retirement Formula (2) Fire Chief: Public Safety Department Head – Remove provision
3. Section 5. (L) Uniform Allowance – Remove Fire Chief

The City's Master Salary Schedule contains the salaries for employees in all classifications employed by the City of Tracy and will be updated to reflect the removal of all classifications exclusive to the Authority. In addition, the Position Control Roster will be updated to delete all classifications currently assigned to the Authority.

STRATEGIC PLAN

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

Governance Strategy

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

Objective 1b: Affirm organizational values.

FISCAL IMPACT

There is no fiscal impact related to deletion of classifications.

RECOMMENDATION

That the City Council, by resolution, approve the side letters between the City of Tracy and the Tracy Mid-Managers Bargaining Unit and General Teamsters Local No. 439, I.B.T., and revisions to the Compensation and Benefit Plans for the Confidential Employee Unit, Limited Service Employees and Department Heads, authorize the Budget Officer to amend the Position Control Roster and authorize an amendment to the City Master Salary Schedule.

Prepared by: JoAnn Weberg, Human Resources Manager

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

Approved by: Bob Adams, Interim City Manager

Attachments: A –Tracy-Mid Managers Bargaining Unit (TMMBU) Side letter
 B –Teamsters Local No. 439 Side letter
 C - Revised Compensation and Benefit Plan for the Confidential Employee Unit
 D – Revised Compensation and Benefit Plan for Department Heads
 E – Revised Compensation and Benefit Plan for Limited Service Employees
 F – Master Schedule Salary Effective 01/01/2022

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY MID-MANAGERS BARGAINING UNIT

The City of Tracy and Tracy Mid-Managers Bargaining Unit (TMMBU) agree to enter into this side letter to update the language set forth in section 6.6 and Exhibit A, of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2023. The revised language in these sections of the MOU effective January 1, 2022- June 30, 2023 shall read as follows:

6.6 Uniforms and Uniform Allowances

Employees in the following positions are required to wear uniforms on the job, and the City shall provide uniform allowances in the following amounts to employees in the listed positions:

- Crime Scene Property Unit Supervisor and Animal Services Supervisor: eight hundred dollars (\$800) per year,
- ~~Emergency Medical Services Manager: nine hundred fifteen dollars (\$915) per year,~~
and
- Police Records Supervisor: seven hundred fifty dollars (\$750) per year.

Uniform allowances shall be paid on the regular payday for the pay period that includes June 30.

The Public Safety Dispatch Supervisor is required to wear department-approved uniform shirts to work, and the City will provide the Public Safety Dispatch Supervisor with up to four (4) department-approved uniform shirts each fiscal year. The total value of the uniform shirts provided does not exceed \$240 per fiscal year.

The City will comply with CalPERS requirements for reporting uniform allowances and the value of uniforms provided. Under current law and related CalPERS rules and regulations, the value of provided uniforms and uniform allowances are reportable to CalPERS only for classic employees.

EXHIBIT A: TMMBU CLASSIFICATIONS

Accountant
Airport Manager
Animal Services Supervisor
Assistant Engineer
Associate Engineer
Associate Civil Engineer
Associate Planner
Building Official
City Clerk
Code Compliance Analyst
Community Preservation Manager
Crime Scene Property Unit Supervisor
Cultural Arts Division Manager
Cultural Arts Supervisor
Cultural Arts Technical Supervisor

Economic Development Manager
Economic Development Mgmt. Analyst I/II
~~Emergency Medical Services Manager~~
Environmental Compliance Analyst
Fleet Supervisor
Geographic Information Systems Analyst
Information Technology Specialist
Laboratory Quality Assurance Officer
Landscape Architect
Management Analyst I/II
Media Services Supervisor
Parks Planning and Development Manager
Plan Check Engineer
Police Records Supervisor
Public Safety Dispatch Supervisor
Public Works Superintendent
Public Works Supervisor
Recreation Services Manager
Recreation Services Supervisor
Senior Accountant
Senior Civil Engineer
Senior Planner
Supervising Building Inspector
Supervising Construction Inspector
Transit Manager
Utilities Laboratory Superintendent
Utility Lines Maintenance Superintendent
Utility Maintenance Superintendent
Utility Maintenance Supervisor
Wastewater Operations Superintendent
Water Operations Superintendent
Water Resources and Compliance Manager

FOR THE City of Tracy

Date: _____
Bob Adams
Interim City Manager

FOR THE Tracy Mid-Managers Bargaining
Unit



Date: 11/4/21
Ed Lovell
President of TMMBU

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439, IBT
Fire Personnel Transition**

The City of Tracy and General Teamsters Local, No. 439, IBT (Teamsters) agree to enter into this side letter to update the language set forth in section 9.2, 9.3 and Exhibit A of the parties Memorandum of Understanding (the "MOU"), which runs through June 30, 2023. The revised language in these sections of the MOU effective January 1, 2022-June 30, 2023 shall read as follows:

9.2 Uniforms – Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist, Community Service Officer, ~~Fire Inspector~~, Property/Evidence Technician, Public Safety Dispatcher, and Code Enforcement Officers

Crime Scene Technician, Animal Services Officer, Crime Prevention Specialist, Community Service Officer, ~~Fire Inspector~~, Property/Evidence Technicians, Public Safety Dispatchers and Code Enforcement Officers shall be paid an annual uniform allowance of Eight Hundred Dollars (\$800).

The allowance shall be paid during the pay period that includes June 30 of each year.

~~9.3 Uniforms – Fire Inspectors~~

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

EXHIBIT A. BENCHMARKS

Animal Services Officer II
Animal Services Aide

Animal Services Officer I
Community Services Officer
Crime Prevention Specialist

Building Inspector II
Building Inspector I

Assistant Planner
Junior Planner
Code Enforcement Officer
~~Fire Inspector~~
Plan Examiner I & II

Public Safety Dispatcher II
Public Safety Dispatcher I
Senior Public Safety Dispatcher

Crime Scene Technician

Property and Evidence Technician

Construction Inspector II
Construction Inspector I

Electrician
Utility Mechanic I & II
Senior Electrician (Not Currently
Allocated)
Instrument Technician

Engineering Technician II
Engineering Technician I
Junior Engineer

Equipment Mechanic II
Equipment Mechanic I
Senior Equipment Mechanic

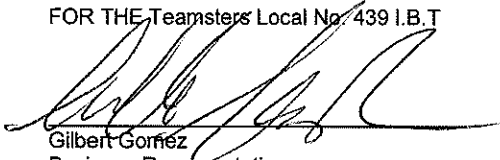
Laboratory Technician II
Environmental Compliance Officer
Environmental Compliance Technician
Laboratory Technician I

FOR THE City of Tracy

Bob Adams
Interim City Manager

Date: _____

FOR THE Teamsters Local No. 439 I.B.T


Gilbert Gomez
Business Representative

Date: 11-16-21

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

CONFIDENTIAL EMPLOYEES UNIT
(CEU)

July 1, 2021 through June 30, 2023



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

CONFIDENTIAL EMPLOYEES UNIT (CEU)**July 1, 2021 through June 30, 2023****Table of Contents**

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**CITY OF TRACY
CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2021 – June 30, 2023**

Section 1. Purpose and Intent

The City Council desires to establish a Confidential Employees Compensation and Benefits Plan. Confidential Management staff is exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. Confidential Non-Management staff is non-exempt from the Fair Labor Standards Act (FLSA) and is covered by the authority of the Personnel Rules and Regulations. The City Manager is empowered to grant compensation adjustments as specified in the Confidential Employees Compensation and Benefits Plan.

The City of Tracy is desirous of providing greater service to the community, and of recruiting and maintaining qualified staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2021 through June 30, 2023.

Section 2. Confidential Employee Unit Membership

Confidential Management positions covered by this plan exclusively are as follows:

Accounting Manager
Assistant City Attorney
Assistant Director of DES
Assistant Director of DES/City Engineer
Assistant to the City Manager
Budget Officer
Deputy City Attorney I/II
~~Fire Division Chief~~
~~Fire Marshal~~
Human Resources Analyst I/II
Human Resources Manager
Information Technology Manager
Police Support Operations Manager
Public Information Officer

Non-Management Confidential positions covered by this plan exclusively are as follows:

Administrative Assistant (when assigned to Human Resources)
Executive Assistant (when assigned to Human Resources)
Executive Assistant to the City Manager
Human Resources Technician

Legal Secretary

Section 3. Compensation

A. Salary Plan

There shall be a five-step salary range for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification. The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Equity Increases

There shall be no equity increases for the employees covered under this Compensation and Benefits Plan for the term of this agreement.

2. Cost of Living Adjustments

Effective the first full pay period in July 2021, employees in this plan shall receive the equivalent of two percent (2%) annual salary (non-persable) one-time lump sum payment.

Effective the first full pay period in July 2021, salary ranges for employees in this plan shall be increased by three percent (3%).

Effective the first full pay period in July 2022, salary ranges for employees in this plan shall be increased by three percent (3%).

B. Components of Salary

The City Manager is authorized to set the salary of employees in the Confidential Employees Unit at any step within the salary range.

1. Base Salary

This is the amount set at any step within the range at initial appointment and will be subject to adjustment until the employee reaches the top step of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance and the recommendation of the Department Head, but not to exceed the established range.

C. Overtime

~~1. Fire Division Chief Assistance By Hire/Back Fill~~

~~Division Fire Chiefs assigned to work with other entities through "Assistance By Hire" or "California Fire Assistance Agreements" and/or Fire Division Chief's backfilling for Fire Battalion Chiefs on assignment to work through "Assistance By Hire" or "California Fire Assistance Agreements" shall be eligible for compensation at a rate equivalent to time and one half of the employee's base hourly rate as provided on the City of Tracy Master Salary Schedule for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for reimbursement of said costs. The City shall not be responsible for payments not reimbursed by a third party.~~

2.1. Non-Management Confidential Employees

Confidential Non-Management employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) with regard to compensation for overtime worked. With the approval of their supervisor and the Department Head, the employee will earn overtime or compensatory time for actual hours work as assigned (recorded in 15 minute increments). Leave time, whether paid or unpaid, is not included in computing the work period for overtime purposes. Compensatory time accrual may not exceed 120 hours. Employees shall receive pay for overtime hours worked in excess of the 120 hour compensatory time maximum accrual. Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Department Head or designee.

- a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.

Section 4. Leaves

A. Vacation

Employees shall accrue vacation prorated per pay period at the following rates:

0-5 years	96 hours per year
6-10 years	136 hours per year

11-15 years	176 hours per year
16-20 years	192 hours per year
21+ years	216 hours per year

B. Management Leave for Confidential Management Employees

The City provides management leave in recognition of the need to devote more than 40 hours per week to their duties. The City shall provide management leave in the amount of 120 hours per calendar year to Confidential Management employees in the Confidential Employees Unit. Newly hired or promoted employees who are Confidential Management employees shall receive a prorated number of hours based on their start date in a Confidential Management position.

C. Floating Holidays

16 hours of floating holiday leave per calendar year shall be granted to all employees in the Confidential Employees Unit.

D. Proclaimed Holidays

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

E. Maximum Accrual of Leave

The maximum accrual for Confidential Management employees for vacation, management leave, and floating holidays shall be the total accrual for each type of leave, not to exceed 600 hours.

The maximum accrual for Confidential Non-Management employees for vacation and floating holidays shall not exceed a total of 400 hours.

F. City Buy-Back of Accrued Leave

All employees in the Confidential Employees Unit are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. The hourly rate is the annual salary divided by the annual hours of work.

G. Sick Leave Accrual

All employees in the Confidential Employees Unit shall be eligible to accrue sick leave prorated per pay period at the following rates:

Ninety-six (96) hours per year.

Anyone employed prior to January 1, 1987 shall be entitled to the following: One hundred ninety-two (192) hours of sick leave per year beginning the 21st year of employment and thereafter.

Unlimited accrual of sick leave is allowed.

Confidential Management Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined as parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.

Confidential Non-Management Employees may take unlimited days of sick leave for care of their immediate family. Immediate family is defined as parents, stepparents, parents-in-law, spouse, child, stepchild, siblings, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal guardian or a person who is at least 50 percent (50%) dependent on an employee.

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

H. Conversion of Sick Leave Balance Upon Retirement/Death/Termination

Upon retirement, employees may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and their dependents may continue to participate in the City's group health, dental and/or vision plans provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

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

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If an employee in the Confidential Employees Unit terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to City employment within two (2) years of such termination.

I. Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be allowed to take paid bereavement leave not to exceed five (5) workdays within two (2) weeks of the date of death of the family member. The employee may, with their Department Director's permission, use vacation leave if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

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

In special cases, with the approval of the Department Director, the Personnel Officer may grant bereavement leave in other circumstances.

~~J. Holiday Pay for Division Fire Chiefs~~

~~If a Division Fire Chief is required to work on an observed holiday, the employee will receive an additional eight (8) hours of vacation leave in addition to straight time pay for hours worked.~~

Section 5. Benefits

A. CalPERS Retirement

1. CalPERS Formula

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

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

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act ("PEPRA") shall be subject to all the provisions of that law, including but not limited to the 2% at 62 benefit formula provided through the Public Employees' Retirement System (CalPERS) with a three year final compensation period.

Safety employees hired on or before July 1, 2010 shall receive CalPERS 3% at 50 and single highest year formula provided through the Public Employees' Retirement System (CalPERS).

Safety employees hired on or after July 2, 2010 and on or before December 31, 2012 shall receive CalPERS 3% at 55 and single highest year formula provided through the Public Employees' Retirement System (CalPERS).

Safety employees hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7% at 57) retirement formula with a three year final compensation period.

2. Payment of CalPERS Retirement Benefit

a. Payment of Employer Share of PERS Contribution for Confidential Management Employees

Each Confidential employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula employee is applicable to employee. In exchange, the City shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate

elimination of the 3% contribution towards the employers share or such contribution becomes contrary to any subsequent rules, regulations and/or law rendering the contribution null and void that the equivalent salary increase conferred in this section shall also cease and become null and void.

The City agrees to continue to pay the remainder of the employer contribution for the City's CalPERS retirement benefit.

b. Miscellaneous Employees

Miscellaneous employees hired on or before December 16, 2010, and under the first tier CalPERS retirement formula (2.5% at 55), shall pay 8% of salary contribution towards employee statutory share of CalPERS retirement during the term of this Compensation and Benefits Plan.

For miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012 under the second-tier CalPERS retirement formula (2% and 55), shall pay 7% of salary contribution towards employee statutory share of CalPERS retirement during the term of this Compensation and Benefits Plan.

Miscellaneous employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by PEPR, currently calculated at fifty percent (50%) of the normal cost.

c. Safety Employees

Safety employees hired under the first tier CalPERS retirement formula (3% at 50) or the second tier CalPERS retirement formula (3% at 55) shall pay the 9% employee contribution towards the employee statutory share of CalPERS retirement during the term of this Compensation and Benefit Plan.

Safety employees who receive the CalPERS retirement formula of 2.7% at 57 shall pay the employee contribution required by PEPR, currently calculated at fifty percent (50%) of the normal cost.

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

The parties may reopen negotiations to discuss the impact of any changes to the Public Employment Retirement Law which occur during the term of this Compensation and Benefits Plan.

B. Insurance

1. Medical

1.1 Plans Provided

The City offers medical insurance. During the term of this Agreement, the City reserves the right to change medical providers and the parties shall meet regarding any such change.

1.2 New Employees

New employees hired after July 1, 2007, shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

The City shall provide Confidential Management employees life insurance coverage of \$150,000. The City shall provide Non-Exempt Confidential employees life insurance coverage of \$75,000. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

5. Short-Term Disability Insurance (STD)

Short Term Disability insurance is required for all regular employees in the Confidential Employees Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of the employee's earnings, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

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

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

6. Long Term Disability Insurance (LTD)

City-paid Long Term Disability Insurance shall be provided to all employees in the Confidential Employees Unit.

7. Cafeteria Plan

7.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

7.2 Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

7.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2022, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the Employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

7.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month following the month

in which advice from the employee is received by the Personnel Officer or Human Resources designee. No retroactive payments shall be allowed.

8. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

C. Deferred Compensation

Confidential Management employees shall be eligible to participate in both a City-sponsored 457 deferred compensation plan and a City-sponsored 401(a) deferred compensation plan.

Confidential Management employees shall be eligible for a City-matching contribution to their deferred compensation plan of up to five percent (5%) of their annual salary. The City match will be based on employee contributions towards their deferred compensation plan.

Non-Exempt Confidential employees shall be eligible for a City matching contribution to their deferred compensation plan of up to three percent (3%) of their annual salary. The City match will be based on the employee contributions towards their deferred compensation plan.

A fully executed Personnel Action Form shall establish eligibility for all deferred compensation contributions for Confidential Employees Unit employees, which must be approved by both the Department Head and City Manager.

D. Management and Professional Development Benefit for Confidential Management Employees

Confidential Management Employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

E. Non-Exempt Confidential Employee Pay

Non-exempt confidential employees shall receive \$50.00 per month prorated per pay period.

~~F. Uniform Allowance~~

~~Employees in the following positions are required to wear uniforms on the job, and the City shall provide uniform allowances in the following amounts to employees in the listed positions:~~

- ~~• Fire Division Chief: one thousand and one hundred (\$1,100) per year.~~
- ~~• Fire Marshal: nine hundred fifteen dollars (\$915) per year.~~

~~The uniform allowances described above shall be paid annually on the regular payday for the second pay period in June, and first pay period in December, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as noted above, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.~~

~~For classic members only, the City shall pay uniform allowances and report the uniform allowances as required by CalPERS rules and regulations.~~

~~G.F.~~ Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by an employee in the Confidential Employees Unit.

~~H.G.~~ Educational Expense Reimbursement

Educational expenses, up to a maximum of \$2,500 per calendar year, shall be paid, but are limited to the cost of a State College or State University's fees, books, and tuition. A grade of "C" or better is required for reimbursement. The Department Head must approve enrollment.

Section 6. Miscellaneous

A. Retiree Health Savings Account

The City agrees to explore the option of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement (see section G). The City agrees to report back to employees in the Confidential Employees Unit under this section within twelve (12) months following adoption of this Compensation and Benefits Plan by the City Council.

B. Establishment of Additional Deferred Compensation Vehicles

The City agrees to explore establishing additional 457 and/or 401(k) plans for employee contribution, provided there is no additional cost to the City.

C. Confidential Non-Management Employee Retention Incentive

All Confidential Non-Management employees who have completed five (5) years of service with the City of Tracy will receive 40 hours of vacation added to their vacation accruals. Subsequent 40 hours will be added on the next closest five (5) year anniversary date (10th, 15th, 20th, 25th, etc.) to come.

D. Confidential Non-Management Bilingual Pay

Confidential Non-Management employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

- i. Approval from the Department Head that a particular assignment requires the need for the specific alternate language
- ii. Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.

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

E. Acting and Out-of-Class Pay

1. When a Confidential Management employee is appointed to fill a Department Head vacancy in an acting capacity caused by paid leave of absence or

separation, compensation will be paid at entry level of Department Head position or at ten percent (10%) over the Manager's current classification salary, whichever is greater, after ten consecutive calendar days, retroactive to the first day of such appointment.

2. When a Confidential Non-Management employee is assigned, by the appropriate supervisor, out of class work for a period of eight or more consecutive hours, the employee is entitled to out of class pay from the first hour of such work. Pay for out of class work shall be computed at the rate of Step A of the appropriate higher class position, provided that the differential in pay is at least six percent (6%) greater than the employee's base rate of pay as listed in the most current master salary schedule.

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

THE DEPARTMENT HEADS

July 1, 2021 through June 30, 2023



Think Inside the Triangle™

Human Resources Department
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Tracy, CA 95376
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**Department Heads
July 1, 2021 through June 30, 2023**

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**CITY OF TRACY
DEPARTMENT HEADS
COMPENSATION AND BENEFITS PLAN
July 1, 2021 – June 30, 2023**

Section 1. Purpose and Intent

The City Council has established a Department Heads Compensation and Benefits Plan. Department Heads are exempt from the Fair Labor Standards Act (FLSA), are at will employees, and serve at the pleasure of the City Manager. They are covered by the authority of the Personnel Rules and Regulations; however, they are not subject to the grievance or appeals procedure. (The City Manager is empowered to grant compensation adjustments as specified in the Department Heads Compensation and Benefits Plan.)

The City of Tracy is desirous of providing greater service to its citizens, and of recruiting and maintaining qualified Department Head staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2021 through June 30, 2023.

Section 2. Department Heads Unit Membership

Positions covered by this plan exclusively are as follows:

- Assistant City Manager
- Director of Development and Engineering Services
- Director of Finance
- ~~Fire Chief~~
- Director of Human Resources
- Director of Parks and Recreation
- Police Chief
- Director of Public Works
- Director of Utilities

Section 3. Compensation

A. **Salary Plan**

There shall be a minimum and maximum salary for all classifications.

All rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for that position's classification.

The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

1. Equity Increases

There shall be no equity increases for the duration of this term.

2. Cost of Living Adjustments

Effective the first full pay period in July 2021, employees in this plan shall receive the equivalent of two percent (2%) annual salary (non-persable) one-time lump sum payment.

Effective the first full pay period in July 2021, salary ranges for employees in this plan shall be increased by three percent (3%).

Effective the first full pay period in July 2022, salary ranges for employees in this plan shall be increased by three percent (3%).

B. Components of Salary

The City Manager is authorized to set the salary of Department Heads at any point within the salary range.

1. Base Salary

This is the amount set at any point within the range at initial appointment and will be subject to adjustment until the Department Head reaches the top of the range. Base salary may be adjusted on an annual basis by the City Manager, based on meritorious performance, but not to exceed the established range.

C. Deferred Compensation

A contribution to the Department Head's Deferred Compensation Plan will be made in the amount of five (5%) of the Department Head's annual salary. City paid deferred compensation to a Department Head shall be paid to a 401a Plan.

Section 4. Leave

A. Vacation

Department Heads shall accrue vacation prorated per pay period at the following rates:

0-5 years	120 hours per year
6-10 years	160 hours per year
11-15 years	200 hours per year
16-20 years	220 hours per year

21 + years

240 hours per year

B. Management Leave

In recognition of the need to devote more than 40 hours per week to their duties, management leave in the amount of 120 hours per calendar year shall be granted to Department Heads.

C. Floating Holidays

Sixteen (16) hours of floating holiday leave per calendar year shall be granted to Department Heads.

D. Proclaimed Holidays

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

E. Maximum Accumulation of Leave

The maximum accrual for Department Heads of vacation, management leave, and floating holidays shall be 750 hours.

F. Buy-Back of Accumulated Leave

Department Heads are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays.

G. Sick Leave Accrual

All Department Heads shall be eligible to accrue sick leave prorated per pay period at the rate of ninety-six (96) hours per year. Unlimited accrual of sick leave is allowed.

Eligible Department Heads shall be eligible to accrue one hundred ninety-two (192) hours of sick leave per year beginning the 21st year of employment and thereafter. This provision is only applicable to individuals first employed by the City of Tracy prior to January 1, 1987.

H. Sick Leave Usage

Sick leave is to be used for personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family. Sick leave may also be used by employees who are victims of

domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

I. Conversion of Sick Leave Balance

1. Conversion of Sick Leave Balance Upon Retirement

Upon retirement, employees may convert all accrued sick leave at the time of retirement to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the Department Head's hourly rate of pay. The retired employee and their dependents shall be entitled to continue group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. At that time, the employee and their dependents may continue to participate in the City's group health plan provided the City receives the employee's payment for the premium(s) by the 10th of each month for the following month's coverage.

2. Conversion of Sick Leave Balance Upon Death/Termination

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave in excess of 960 hours.

If a Department Head terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if he/she returns to City employment within two years of such termination.

J. Bereavement Leave

In the event of death in the immediate family of a Department Head, absence from duty may be allowed not to exceed five working days within two weeks of the date of death of the family member. Such absences shall not be charged to sick leave.

Section 5. Benefits

A. Determined by City Manager

Department Heads shall receive benefits based on the maximum granted to represented and unrepresented employees, or other reasonable basis, as determined by the City Manager.

B. CalPERS Retirement Formula (Amended by Resolution 2010-152)

1. Miscellaneous (Non-Public Safety) Department Heads

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

Miscellaneous Department Heads hired on or after December 17, 2010 and on or before December 31, 2012, shall receive the average of three (3) consecutive highest years and 2% @ 55 benefit formula provided through the California Public Employees’ Retirement System (CalPERS).

Miscellaneous Department Heads hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the California Public Employees’ Retirement System (CalPERS).

~~2. Fire Chief: Public Safety Department Head~~

~~Fire Chiefs hired on or before December 31, 2012 and/or meeting the CalPERS definition of a “Classic employee” shall receive single highest year and the three percent at 55 (3%@55) retirement formula provided through the California Public Employees’ Retirement System (CalPERS).~~

~~Fire Chiefs hired on or after January 1, 2013 meeting the definition of “new member” under PEPRA shall be subject to all the provisions of that law, including, but not limited to the two point seven percent at 57 (2.7%@57) retirement formula with a three-year final compensation period.~~

~~3.2. Police Chief: Public Safety Department Head~~

Police Chiefs hired by the City of Tracy on or before July 1, 2010 shall receive single highest year and the three percent at 50 (3%@50) retirement formula provided through the California Public Employees’ Retirement System (CalPERS).

Police Chiefs hired by the City of Tracy on or after July 2, 2010 meeting the CalPERS definition of a “classic employee” shall receive single highest year and the three percent at 55 (3%@55) retirement formula provided through the California Public Employees’ Retirement System (CalPERS).

Police Chiefs hired on or after January 1, 2013 meeting the definition of “new member” under PEPRA shall be subject to all the provisions of that law, including, but not limited to the two point seven percent at 57 (2.7%@57) retirement formula with a three-year final compensation period.

C. CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Miscellaneous employees hired on or before December 16, 2010 and under the first-tier CalPERS retirement formula (2.5% at 55), shall pay the 8% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012, under the second-tier CalPERS retirement formula (2% at 55), shall pay the 7% employee contribution towards employee statutory share of CalPERS retirement during the term of this Agreement.

Miscellaneous employees hired on or after January 1, 2013 and meeting the definition of "new member" under the Public Employees' Pension reform Act (PEPRA) shall be subject to all the provisions of that law, including, but not limited to the 2%@62 benefit formula provided through the Public Employees' Retirement System (CalPERS) with a three-year final compensation period and shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

Safety employees hired by the City and meeting the definition of "classic member" under the Public Employees' Pension Reform Act shall pay the 9% of salary employee contribution toward employee statutory share of CalPERS retirement.

Safety employees hired by the City on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7%@57) retirement formula with a three-year compensation period and shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

D. Short Term Disability Insurance (STD)

Short Term Disability insurance is required for all regular employees in the Department Head Unit through Standard Insurance with the premium paid by employees per pay period at the current rate of .83% of employee's earnings, prior to applying taxes.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

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

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

E. Long Term Disability Program (LTD)

City paid Long Term Disability insurance shall be provided to all Department Heads.

F. Annual Physical

An annual physical examination shall be provided by the City, if desired and requested by a Department Head.

G. Education Reimbursement

Educational expenses shall be reimbursed, up to \$2,500 per calendar year, but are limited to the cost of a State College or University's fees, books, and tuition. A grade of "C" or better is required for reimbursement. Approval by the City Manager is required prior to enrollment.

H. Travel

Administrative Procedure, Section T – Travel Expenses, shall be used to reimburse mileage expenses incurred when using a personal vehicle for City business. Department Heads shall not receive mileage reimbursement, in accordance with Administrative Procedure Section T – Travel Expense, unless the one-way mileage from the City of Tracy work site to the final destination exceeds 75 miles. In such circumstances, the Department Head may apply for reimbursement for mileage above the initial 75 miles.

I. City Vehicle/Allowance

Department Heads shall be provided with either a City vehicle or a car allowance of \$500 per month, prorated per pay period.

J. Insurance

1. Medical Plans Provided

The City offers medical insurance. During the term of this agreement the City reserves the right to change medical providers and the parties shall meet and discuss regarding such change. New employees hired on or after December 1, 2007 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

2. Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

3. Vision

The City shall make available vision care benefits for full-time employees and their eligible dependents through the existing providers.

4. Life Insurance

T the City shall purchase life insurance in the amount of \$225,000 for each Department Head.

5. Cafeteria Plan

a. City Contributions

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

b. Cash Out Options

For employees hired before December 1, 2007, the maximum cash payment shall be set at \$996.00 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after December 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

c. Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2022, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

d. Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for the dental insurance program in which the employee is enrolled, and/or 3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the 12 month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel

Officer or Human Resources designate. No retroactive payments shall be allowed.

e. Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

K. Management Benefit Plan

The Management Benefit of \$960 per calendar year will be utilized at the discretion of each individual Department Head for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

L. Uniform Allowance

The City shall provide the ~~Fire Chief and~~ Police Chief a uniform allowance in the amount of \$1,100 per year.

The uniform allowance described above shall be paid annually on the regular payday for the second pay period in June, and first pay period in December, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as noted above, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.

M. Relocation Incentive

Department Heads wishing to relocate to a residence within the City of Tracy may receive relocation expense reimbursement of up to \$5,000 at the City Manager's discretion.

Section 6. Severance**A. Determined by City Manager**

The City Manager, at his or her discretion, is authorized to enter into severance agreements with Department Heads if they involuntarily resign or are terminated by the City, for up to six (6) months of severance pay.

B. Severance Pay

“Severance pay” shall include the cash equivalent to salary and city paid health benefits/premiums including cash in lieu of medical, dental and vision premiums. Severance pay shall be paid in a lump sum payment to the Department Head by the City within 15 working days after the effective date of the severance agreement, or as agreed to by the City and the Department Head. Severance pay shall not be included in final compensation for the purposes of CalPERS retirement nor shall any payments of the employee’s share of the CalPERS rates be deemed to extend the date of separation past termination or resignation of the employee.

C. Waiver and Release

All severance agreements must contain a release of liability for all claims connected with the employment relationship and must be in a form approved by the City Attorney.

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

LIMITED SERVICE EMPLOYEES

October 1, 2021 through September 30, 2023



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

Limited Service Employee Compensation and Benefits Plan

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**City of Tracy
Limited Service Employee
Compensation and Benefit Plan
Effective October 1, 2021 through September 30, 2023**

Section 1. Purpose and Intent:

This Limited Service Employee Compensation and Benefits Plan supersedes all prior Plans governing the employment relationship between the City and Limited Service Employees. The following plan provides the basis for recognition, benefits and compensation, effective October 1, 2021 through September 30, 2023.

Section 2. Coverage:

From time to time the City may hire employees to perform work on a Limited Service basis. Limited Service work assignments may include, without limitation, work on a part time, temporary, on-call, seasonal, supplemental and/or student basis. Limited Service Employees are distinguished from regular employees – i.e.: employees holding regular, full time positions in the City. The City may establish by individual written contract, the terms and conditions of a Limited Service assignment. In order to be effective, such contract must be signed by the City Manager.

Section 3. Compensation and Benefits:

A. **Pay Rate:**

Unless otherwise agreed to in an individual contract, Limited Service Employees shall receive such compensation pursuant to the pay rates provided in this Plan, Attachment A. Unless designated exempt from overtime under the Fair Labor Standards Act (“FLSA”), compensation will be paid on an hourly basis. The hourly rate of pay shall correspond to the pay ranges attached to this Plan or the City’s Classification and Compensation Plan, unless otherwise specified in an individual contract.

B. **COLA/Equity Increase:**

All classification shall receive Cost of Living and/or Equity Increases as listed in Attachment A.

C. **Step Increases:**

When the City Manager and Department Head determine it to be in the City’s best interest, a Limited Service Employee may start at a pay rate above the first or entry-level rate. Progression through the pay range will be based on the worker’s performance, as evaluated annually by the Department Head.

D. **Overtime:**

For Limited Service Employees entitled to receive overtime, they shall be paid at a rate of one and one-half (1.5) times the regular hourly rate of pay, for hours actually worked over 40 in the designated workweek. Overtime is the hours actually worked in excess of the employee's regular workweek, and which has the prior approval of the Department Head or designated representative.

E. **Workweek:**

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Head. For those employees permitted to work on the 9/80 schedule, the workweek for purposes of calculating overtime under the FLSA, shall be midway Friday the employee works to midway the following Friday.

F. **Benefits:**

Holiday Pay - Receive pay at the rate of one and one-half (1.5) times the hourly rate of pay for all hours worked on a City observed holiday (this overtime shall not be added to overtime due under the FLSA).

City Programs - May participate in the City Safety Committee, Tracy Service Improvement and Employee of the Month programs.

Promotional Recruitment - Limited Service Employees may apply for a position(s) in a "Promotional Only" recruitment(s) after accumulating 1,040 hours of employment within the last five consecutive years provided they are employed by the city at the time of the promotional recruitment.

Service Recognition - May receive certificate(s) for recognition of service time in five-year increments based on calendar years worked.

***In addition to benefits listed above, Limited Service Employees who have worked 1,000 hours or more in a fiscal year and/or are enrolled in the CalPERS Retirement System, shall be entitled to the following additional benefits:

Sick Leave Accrual - In accordance with the Healthy Workplaces, Health Families Act of 2014 and City of Tracy Sick Leave for Limited Service Employees Policy and Procedure.

Eligibility: Limited Service Employees who have worked for the City of Tracy for 30 or more days within 12 months from the beginning of employment, and who are not eligible for any form of leave benefit provided by the City of Tracy or any employee group.

Use: Limited Service Employees are eligible to use their available paid sick leave beginning on the 90th day of employment.

Accrual: Twenty-four (24) hours per fiscal year

The following sections apply to Limited Service Employees who are enrolled in the CalPERS Retirement Program, either prior to joining the City or after working 1,000 hours or more in a fiscal year at the City. In addition to the benefits listed above, these employees are eligible for:

Bereavement Leave for Scheduled Work Hours

Entitled to leave due to the death of immediate family members, as defined in the City's Personnel Rules and Regulations, not to exceed three (3) workdays within two (2) weeks of the date of death of the family member. This leave will be based on the formulated schedules within the respective departments relevant to the employee. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day.

Jury Duty Leave for Scheduled Work Hours

Allowed time away from work to comply with jury duty requests to report, as specified, in the City's Personnel Rules and Regulations.

Leave Accrual

- Sick Leave – accrual will be based on date of CalPERS enrollment, and in accordance with years of service, on a prorated basis.
- Vacation Leave – accrual will be based on date of CalPERS enrollment, and in accordance with years of service, on a prorated basis.

G. CalPERS Retirement:

Limited Service Employees who have worked 1,000 hours or more in a fiscal year and/or are enrolled in the CalPERS Retirement System, shall be entitled to the following benefits:

For employees hired and enrolled in the CalPERS Retirement Program on or before December 16, 2010, and under the first tier CalPERS retirement formula (2.5% at 55), the employee shall pay the 8% employee contribution during the term of this Compensation and Benefits Plan.

For employees hired and enrolled in the CalPERS Retirement Program between December 16, 2010 through December 31, 2012, and under the second tier CalPERS retirement formula (2% and 55), the employee shall pay the 7% employee contribution during the term of this Compensation and Benefits Plan.

For employees hired and/or first enrolled in the CalPERS Retirement Program on or after January 1, 2013, and under the CalPERS PEPPA retirement formula (2% and 62),

the employee shall pay the employee contribution required under PEPRa during the term of this Compensation and Benefits Plan.

For employees hired and enrolled in the CalPERS Retirement Program on or after January 1, 2013 and who qualify as “new employees” under the Public Employee’ Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through CalPERS. Employees who receive the CalPERS retirement formula of 2% @ 62 shall pay the employee contribution required by the Public Employees’ Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Section 4. Miscellaneous

- A. As used in this Plan, “the City” refers to the City Manager, and includes their designees; provided, however, the City Manager may not delegate authority to alter at-will employment relationships. The City Manager may establish reasonable rules, regulations and procedures to implement this Plan.
- B. Limited Service Employees shall have no property rights to continued employment or work in the City. Limited Service employees are “at-will” in that the City or the worker may terminate the relationship, with or without cause. The at-will relationship with the City may not be changed by practice, custom or express representation, but only by a written documentation personally signed by the City Manager and the affected worker. Limited Service Employees may also be subject to discipline, including counseling, reprimands, suspensions, demotions, and step reductions, but shall have no appeal rights under the City’s Personnel Rules and Regulations.
- C. Generally speaking, Limited Service Employees will be restricted to performing no more than 999 hours of service in a fiscal year, if they are not already enrolled in the CalPERS retirement program. Upon recommendation of the Department Head, and with the approval of the City Manager, Limited Service Employees may be authorized to work beyond the 999 hour limit.
- D. In the event a court of competent jurisdiction determines that some provision in this Plan is inconsistent with applicable law, the City may, in its discretion, void all or part of this Plan and terminate any affected employment relationships.

ATTACHMENT A
Limited Service Employee Classification and Pay Schedule

Step Classifications							
Class Code	Classification	Effective	1	2	3	4	5
9107	Clerical	10/1/2021	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02
		1/1/2022	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
9108	Intern-Generalist	10/1/2021	\$19.18	\$20.14	\$21.15	\$22.20	\$23.31
		1/1/2022	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98
9303	Maintenance Aide	10/1/2021	\$15.68	\$16.46	\$17.29	\$18.15	\$19.06
		1/1/2022	\$17.45	\$18.32	\$19.23	\$20.19	\$21.20
9351	Water Patrol Aide	10/1/2021	\$16.52	\$17.35	\$18.21	\$19.12	\$20.08
		1/1/2022	\$17.70	\$18.59	\$19.51	\$20.49	\$21.51
9361	Theatre Technician	10/1/2021	\$28.84	\$30.28	\$31.80	\$33.39	\$35.06
		1/1/2022	\$29.71	\$31.19	\$32.75	\$34.39	\$36.11
9501	Police Intern/Parking Enforcement Officer	10/1/2021	\$18.20	\$19.11	\$20.07	\$21.07	\$22.12
		1/1/2022	\$19.50	\$20.48	\$21.50	\$22.57	\$23.70
9512	Public Safety Dispatcher II – Per Diem	10/1/2021	\$32.15	\$33.76	\$35.45	\$37.22	\$39.08
		1/1/2022	\$33.11	\$34.77	\$36.51	\$38.33	\$40.25
9517	Ranger Master (H)	10/1/2021	\$30.26	\$31.77	\$33.36	\$35.03	\$36.78
		1/1/2022	\$31.17	\$32.73	\$34.36	\$36.08	\$37.88
9533	Professional Standards Officer	10/1/2021	\$50.44	\$52.96	\$55.61	\$58.39	\$61.31
		1/1/2022	\$51.95	\$54.55	\$57.28	\$60.14	\$63.15
9552	D.A.R.E. Officer	10/1/2021	\$35.31	\$37.08	\$38.93	\$40.88	\$42.92
		1/1/2022	\$36.37	\$38.19	\$40.10	\$42.10	\$44.21
9563	Fire-Reserve	10/1/2021	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02
		1/1/2022	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
9631	Recreation Leader I	10/1/2021	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02
		1/1/2022	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
9632	Recreation Leader II	10/1/2021	\$17.54	\$18.42	\$19.34	\$20.30	\$21.32
		1/1/2022	\$18.79	\$19.73	\$20.72	\$21.75	\$22.84
9633	Recreation Leader III	10/1/2021	\$19.89	\$20.88	\$21.93	\$23.03	\$24.18
		1/12022	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90
9635	Facility Attendant	10/1/2021	\$18.48	\$19.40	\$20.37	\$21.39	\$22.46
		1/1/2022	\$19.80	\$20.79	\$21.83	\$22.92	\$24.07
9636	Lifeguard	10/1/2021	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02
		1/1/2022	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
9637	Senior Lifeguard	10/1/2021	\$17.54	\$18.42	\$19.34	\$20.30	\$21.32
		1/1/2022	\$18.79	\$19.73	\$20.72	\$21.75	\$22.84
9638	Pool Manager	10/1/2021	\$19.89	\$20.88	\$21.93	\$23.03	\$24.18
		1/1/2022	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90

Single Step Classifications							
Class Code	Classification	Effective	1	2	3	4	5
9551	Police Reserve	10/1/2021	\$39.37				
		1/1/2022	\$40.55				
~~9565~~	~~Firefighter Trainee~~	~~10/1/2021*~~	~~\$25.88~~				
		~~7/1/2022*~~	~~\$26.66~~				

**Firefighter Trainee (70% of Step A, Firefighter)*

Range Classifications							
Class Code	Classification	Effective	1	2	3	4	5
9110	PT Program Assistant	10/1/2021	\$14.00				\$24.10
		1/1/2022	\$15.00				\$25.82
9231	Project Specialist I	10/1/2021	\$14.00				\$46.68
		1/1/2022	\$15.00				\$50.01
9232	Project Specialist II	10/1/2021	\$46.69				\$131.59
		1/1/2022	\$50.02				\$140.99
9626	Recreation Specialized Instructor	10/1/2021	\$14.00				\$49.66
		1/1/2022	\$15.00				\$53.21

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,113.20	4,578.60	54,943.20	26.4150
			B	2,218.87	4,807.55	57,690.62	27.7359
			C	2,329.81	5,047.92	60,575.06	29.1226
			D	2,446.30	5,300.32	63,603.80	30.5788
			E	2,568.62	5,565.34	66,784.12	32.1078
3106	Accountant*	TMMBU	A	3,322.47	7,198.69	86,384.22	41.5309
			B	3,488.59	7,558.61	90,703.34	43.6074
			C	3,663.02	7,936.54	95,238.52	45.7878
			D	3,846.16	8,333.35	100,000.16	48.0770
			E	4,038.47	8,750.02	105,000.22	50.4809
2520	Accounting Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
			B	5,043.31	10,927.17	131,126.06	63.0414
			C	5,295.49	11,473.56	137,682.74	66.1936
			D	5,560.26	12,047.23	144,566.76	69.5033
			E	5,838.29	12,649.63	151,795.54	72.9786
4201	Accounting Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
4102	Administrative Assistant	TTSSEA	A	2,103.86	4,558.36	54,700.36	26.2983
			B	2,209.04	4,786.25	57,435.04	27.6130
			C	2,319.50	5,025.58	60,307.00	28.9938
			D	2,435.47	5,276.85	63,322.22	30.4434
			E	2,557.23	5,540.67	66,487.98	31.9654
8102	Administrative Assistant - Confidential	CONF	A	2,156.03	4,671.40	56,056.78	26.9504
			B	2,263.82	4,904.94	58,859.32	28.2978
			C	2,377.01	5,150.19	61,802.26	29.7126
			D	2,495.87	5,407.72	64,892.62	31.1984
			E	2,620.66	5,678.10	68,137.16	32.7583
4107	Administrative Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
3510	Airport Manager*	TMMBU	A	3,372.56	7,307.21	87,686.56	42.1570
			B	3,541.17	7,672.54	92,070.42	44.2646
			C	3,718.23	8,056.17	96,673.98	46.4779
			D	3,904.14	8,458.97	101,507.64	48.8018
			E	4,099.34	8,881.90	106,582.84	51.2418
5522	Animal Services Aide	TEAMSTERS	A	1,442.09	3,124.53	37,494.34	18.0261
			B	1,514.19	3,280.75	39,368.94	18.9274
			C	1,589.92	3,444.83	41,337.92	19.8740
			D	1,669.41	3,617.06	43,404.66	20.8676
			E	1,752.87	3,797.89	45,574.62	21.9109

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A	3,622.85	7,849.51	94,194.10	45.2856
			B	3,804.00	8,242.00	98,904.00	47.5500
			C	3,994.20	8,654.10	103,849.20	49.9275
			D	4,193.90	9,086.78	109,041.40	52.4238
			E	4,403.60	9,541.13	114,493.60	55.0450
5521	Animal Services Officer I	TEAMSTERS	A	2,007.11	4,348.74	52,184.86	25.0889
			B	2,107.44	4,566.12	54,793.44	26.3430
			C	2,212.80	4,794.40	57,532.80	27.6600
			D	2,323.44	5,034.12	60,409.44	29.0430
			E	2,439.63	5,285.87	63,430.38	30.4954
5523	Animal Services Officer II	TEAMSTERS	A	2,203.63	4,774.53	57,294.38	27.5454
			B	2,313.81	5,013.26	60,159.06	28.9226
			C	2,429.51	5,263.94	63,167.26	30.3689
			D	2,550.98	5,527.12	66,325.48	31.8873
			E	2,678.55	5,803.53	69,642.30	33.4819
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,684.44	5,816.29	69,795.44	33.5555
			B	2,818.66	6,107.10	73,285.16	35.2333
			C	2,959.58	6,412.42	76,949.08	36.9948
			D	3,107.56	6,733.05	80,796.56	38.8445
			E	3,262.94	7,069.70	84,836.44	40.7868
2573	Assistant City Attorney*	CONF	A	6,114.64	13,248.39	158,980.64	76.4330
			B	6,420.36	13,910.78	166,929.36	80.2545
			C	6,741.38	14,606.32	175,275.88	84.2673
			D	7,078.45	15,336.64	184,039.70	88.4806
			E	7,432.36	16,103.45	193,241.36	92.9045
1502	Assistant City Manager*	DH	Min	8,906.68	19,297.81	231,573.68	111.3335
			Max	9,552.29	20,696.63	248,359.56	119.4036
2682	Assistant Director DES*	CONF	A	5,839.85	12,653.01	151,836.10	72.9981
			B	6,131.84	13,285.65	159,427.84	76.6480
			C	6,438.43	13,949.93	167,399.18	80.4804
			D	6,760.34	14,647.40	175,768.84	84.5043
			E	7,098.36	15,379.78	184,557.36	88.7295
2681	Assistant Director DES/City Engineer*	CONF	A	6,118.28	13,256.27	159,075.28	76.4785
			B	6,424.19	13,919.08	167,028.94	80.3024
			C	6,745.41	14,615.06	175,380.66	84.3176
			D	7,082.67	15,345.79	184,149.42	88.5334
			E	7,436.83	16,113.13	193,357.58	92.9604
3302	Assistant Engineer*	TMMBU	A	3,473.35	7,525.59	90,307.10	43.4169
			B	3,646.99	7,901.81	94,821.74	45.5874
			C	3,829.35	8,296.93	99,563.10	47.8669
			D	4,020.82	8,711.78	104,541.32	50.2603
			E	4,221.86	9,147.36	109,768.36	52.7733
5232	Assistant Planner	TEAMSTERS	A	2,883.29	6,247.13	74,965.54	36.0411
			B	3,027.46	6,559.50	78,713.96	37.8433
			C	3,178.83	6,887.47	82,649.58	39.7354

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
		D	3,337.77	7,231.84	86,782.02	41.7221
		E	3,504.66	7,593.43	91,121.16	43.8083

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2580	Assistant to the City Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
			B	5,043.31	10,927.17	131,126.06	63.0414
			C	5,295.49	11,473.56	137,682.74	66.1936
			D	5,560.26	12,047.23	144,566.76	69.5033
			E	5,838.29	12,649.63	151,795.54	72.9786
3333	Associate Engineer*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
3303	Associate Civil Engineer*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
3202	Associate Planner*	TMMBU	A	3,302.14	7,154.64	85,855.64	41.2768
			B	3,467.24	7,512.35	90,148.24	43.3405
			C	3,640.60	7,887.97	94,655.60	45.5075
			D	3,822.63	8,282.37	99,388.38	47.7829
			E	4,013.78	8,696.52	104,358.28	50.1723
4451	Box Office Assistant	TTSSEA	A	1,894.94	4,105.70	49,268.44	23.6868
			B	1,989.70	4,311.02	51,732.20	24.8713
			C	2,089.18	4,526.56	54,318.68	26.1148
			D	2,193.63	4,752.87	57,034.38	27.4204
			E	2,303.34	4,990.57	59,886.84	28.7918
4455	Box Office Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3104	Budget Officer*	CONF	A	4,436.85	9,613.18	115,358.10	55.4606
			B	4,658.69	10,093.83	121,125.94	58.2336
			C	4,891.62	10,598.51	127,182.12	61.1453
			D	5,136.21	11,128.46	133,541.46	64.2026
			E	5,393.03	11,684.90	140,218.78	67.4129
5211	Building Inspector I	TEAMSTERS	A	2,587.46	5,606.16	67,273.96	32.3433
			B	2,716.83	5,886.47	70,637.58	33.9604
			C	2,852.67	6,180.79	74,169.42	35.6584
			D	2,995.31	6,489.84	77,878.06	37.4414
			E	3,145.07	6,814.32	81,771.82	39.3134
5212	Building Inspector II	TEAMSTERS	A	3,304.61	7,159.99	85,919.86	41.3076
			B	3,469.85	7,518.01	90,216.10	43.3731
			C	3,643.33	7,893.88	94,726.58	45.5416
			D	3,825.50	8,288.58	99,463.00	47.8188
			E	4,016.76	8,702.98	104,435.76	50.2095

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5320	Building Maintenance Worker I	TEAMSTERS	A	2,196.09	4,758.20	57,098.34	27.4511
			B	2,305.90	4,996.12	59,953.40	28.8238
			C	2,421.20	5,245.93	62,951.20	30.2650
			D	2,542.26	5,508.23	66,098.76	31.7783
			E	2,669.38	5,783.66	69,403.88	33.3673
5321	Building Maintenance Worker II	TEAMSTERS	A	2,311.68	5,008.64	60,103.68	28.8960
			B	2,427.27	5,259.09	63,109.02	30.3409
			C	2,548.63	5,522.03	66,264.38	31.8579
			D	2,676.06	5,798.13	69,577.56	33.4508
			E	2,809.87	6,088.05	73,056.62	35.1234
3341	Building Official*	TMMBU	A	5,005.29	10,844.80	130,137.54	62.5661
			B	5,255.54	11,387.00	136,644.04	65.6943
			C	5,518.33	11,956.38	143,476.58	68.9791
			D	5,794.24	12,554.19	150,650.24	72.4280
			E	6,083.96	13,181.91	158,182.96	76.0495
4501	Building Permit Technician I	TTSSEA	A	2,399.55	5,199.03	62,388.30	29.9944
			B	2,519.54	5,459.00	65,508.04	31.4943
			C	2,645.50	5,731.92	68,783.00	33.0688
			D	2,777.79	6,018.55	72,222.54	34.7224
			E	2,916.68	6,319.47	75,833.68	36.4585
4502	Building Permit Technician II	TTSSEA	A	2,525.84	5,472.65	65,671.84	31.5730
			B	2,652.15	5,746.33	68,955.90	33.1519
			C	2,784.75	6,033.63	72,403.50	34.8094
			D	2,923.99	6,335.31	76,023.74	36.5499
			E	3,070.19	6,652.08	79,824.94	38.3774
1506	City Attorney*	CONTRACT		9,270.00	20,085.00	241,020.00	115.8750
3110	City Clerk*	TMMBU	A	4,447.17	9,635.54	115,626.42	55.5896
			B	4,669.54	10,117.34	121,408.04	58.3693
			C	4,903.01	10,623.19	127,478.26	61.2876
			D	5,148.16	11,154.35	133,852.16	64.3520
			E	5,405.56	11,712.05	140,544.56	67.5695
1102	City Council Member*			432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT		10,094.00	21,870.33	262,444.00	126.1750
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
3155	Code Compliance Analyst*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
		E	4,257.43	9,224.43	110,693.18	53.2179

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5202	Code Enforcement Officer	TEAMSTERS	A	2,672.81	5,791.09	69,493.06	33.4101
			B	2,806.44	6,080.62	72,967.44	35.0805
			C	2,946.77	6,384.67	76,616.02	36.8346
			D	3,094.10	6,703.88	80,446.60	38.6763
			E	3,248.81	7,039.09	84,469.06	40.6101
3315	Community Preservation Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
5513	Community Services Officer	TEAMSTERS	A	2,333.87	5,056.72	60,680.62	29.1734
			B	2,450.57	5,309.57	63,714.82	30.6321
			C	2,573.07	5,574.99	66,899.82	32.1634
			D	2,701.74	5,853.77	70,245.24	33.7718
			E	2,836.84	6,146.49	73,757.84	35.4605
5222	Construction Inspector I	TEAMSTERS	A	2,999.35	6,498.59	77,983.10	37.4919
			B	3,149.34	6,823.57	81,882.84	39.3668
			C	3,306.79	7,164.71	85,976.54	41.3349
			D	3,472.13	7,522.95	90,275.38	43.4016
			E	3,645.76	7,899.15	94,789.76	45.5720
5223	Construction Inspector II	TEAMSTERS	A	3,149.15	6,823.16	81,877.90	39.3644
			B	3,306.60	7,164.30	85,971.60	41.3325
			C	3,471.93	7,522.52	90,270.18	43.3991
			D	3,645.55	7,898.69	94,784.30	45.5694
			E	3,827.82	8,293.61	99,523.32	47.8478
4605	Crime Analyst	TTSSEA	A	2,835.37	6,143.30	73,719.62	35.4421
			B	2,977.14	6,450.47	77,405.64	37.2143
			C	3,126.01	6,773.02	81,276.26	39.0751
			D	3,282.31	7,111.67	85,340.06	41.0289
			E	3,446.41	7,467.22	89,606.66	43.0801
5514	Crime Prevention Specialist	TEAMSTERS	A	2,417.53	5,237.98	62,855.78	30.2191
			B	2,538.44	5,499.95	65,999.44	31.7305
			C	2,665.36	5,774.95	69,299.36	33.3170
			D	2,798.60	6,063.63	72,763.60	34.9825
			E	2,938.53	6,366.82	76,401.78	36.7316
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	2,746.55	5,950.86	71,410.30	34.3319
			B	2,883.87	6,248.39	74,980.62	36.0484
			C	3,028.05	6,560.78	78,729.30	37.8506
			D	3,179.45	6,888.81	82,665.70	39.7431
			E	3,338.42	7,233.24	86,798.92	41.7303
5517	Crime Scene Technician	TEAMSTERS	A	2,618.18	5,672.72	68,072.68	32.7273
			B	2,749.07	5,956.32	71,475.82	34.3634
			C	2,886.53	6,254.15	75,049.78	36.0816
			D	3,030.86	6,566.86	78,802.36	37.8858
			E	3,182.41	6,895.22	82,742.66	39.7801

City of Tracy
Master Salary Schedule

Class			Bi-Weekly	Monthly	Annual	Hourly
Code	Position Title	Unit	Salary	Salary	Salary	Rate
1108	Cultural Arts Commissioner					

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3162	Cultural Arts Division Manager*	TMMBU	A	4,686.93	10,155.02	121,860.18	58.5866
			B	4,921.28	10,662.77	127,953.28	61.5160
			C	5,167.35	11,195.93	134,351.10	64.5919
			D	5,425.70	11,755.68	141,068.20	67.8213
			E	5,696.98	12,343.46	148,121.48	71.2123
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3524	Cultural Arts Supervisor*	TMMBU	A	3,622.85	7,849.51	94,194.10	45.2856
			B	3,804.00	8,242.00	98,904.00	47.5500
			C	3,994.20	8,654.10	103,849.20	49.9275
			D	4,193.90	9,086.78	109,041.40	52.4238
			E	4,403.60	9,541.13	114,493.60	55.0450
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,103.86	4,558.36	54,700.36	26.2983
			B	2,209.04	4,786.25	57,435.04	27.6130
			C	2,319.50	5,025.58	60,307.00	28.9938
			D	2,435.47	5,276.85	63,322.22	30.4434
			E	2,557.23	5,540.67	66,487.98	31.9654
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,007.51	6,516.27	78,195.26	37.5939
			B	3,157.90	6,842.12	82,105.40	39.4738
			C	3,315.79	7,184.21	86,210.54	41.4474
			D	3,481.58	7,543.42	90,521.08	43.5198
			E	3,655.67	7,920.62	95,047.42	45.6959
9552	D.A.R.E Officer	LS	A				36.3700
			B				38.1900
			C				40.1000
			D				42.1000
			E				44.2100
2571	Deputy City Attorney I*	CONF	A	4,800.76	10,401.65	124,819.76	60.0095
			B	5,040.80	10,921.73	131,060.80	63.0100
			C	5,292.84	11,467.82	137,613.84	66.1605
			D	5,557.49	12,041.23	144,494.74	69.4686
			E	5,835.35	12,643.26	151,719.10	72.9419
2572	Deputy City Attorney II*	CONF	A	5,280.84	11,441.82	137,301.84	66.0105
			B	5,544.89	12,013.93	144,167.14	69.3111
			C	5,822.14	12,614.64	151,375.64	72.7768
			D	6,113.25	13,245.38	158,944.50	76.4156
			E	6,418.90	13,907.62	166,891.40	80.2363
4116	Deputy City Clerk	TTSSEA	A	2,791.45	6,048.14	72,577.70	34.8931
			B	2,931.03	6,350.57	76,206.78	36.6379
			C	3,077.57	6,668.07	80,016.82	38.4696
			D	3,231.47	7,001.52	84,018.22	40.3934
			E	3,393.03	7,351.57	88,218.78	42.4129

City of Tracy
Master Salary Schedule

Class				Bi-Weekly	Monthly	Annual	Hourly
Code	Position Title	Unit		Salary	Salary	Salary	Rate
1515	Director of Development Services *	DH	Min	7,145.51	15,481.95	185,783.36	89.3189
			Max	8,683.90	18,815.12	225,781.42	108.5488

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1522	Director of Finance*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.47	210,521.59	101.2123
1518	Director of Human Resources*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.46	210,521.54	101.2123
1516	Director of Parks and Recreation*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.46	210,521.54	101.2123
1512	Director of Public Works*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.46	210,521.54	101.2123
1520	Director of Utilities*	DH	Min	7,145.51	15,481.95	185,783.36	89.3189
			Max	8,683.90	18,815.12	225,781.42	108.5488
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,045.81	6,599.26	79,191.06	38.0726
			B	3,198.09	6,929.20	83,150.34	39.9761
			C	3,358.00	7,275.67	87,308.00	41.9750
			D	3,525.89	7,639.43	91,673.14	44.0736
			E	3,702.19	8,021.41	96,256.94	46.2774
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
3207	Economic Development Manager*	TMMBU	A	4,329.49	9,380.56	112,566.74	54.1186
			B	4,545.96	9,849.58	118,194.96	56.8245
			C	4,773.26	10,342.06	124,104.76	59.6658
			D	5,011.92	10,859.16	130,309.92	62.6490
			E	5,262.51	11,402.11	136,825.26	65.7814
5325	Electrician	TEAMSTERS	A	3,317.38	7,187.66	86,251.88	41.4673
			B	3,483.26	7,547.06	90,564.76	43.5408
			C	3,657.44	7,924.45	95,093.44	45.7180
			D	3,840.29	8,320.63	99,847.54	48.0036
			E	4,032.31	8,736.67	104,840.06	50.4039
5221	Engineering Technician I	TEAMSTERS	A	2,640.32	5,720.69	68,648.32	33.0040
			B	2,772.33	6,006.72	72,080.58	34.6541
			C	2,910.94	6,307.04	75,684.44	36.3868
			D	3,056.49	6,622.40	79,468.74	38.2061
			E	3,209.33	6,953.55	83,442.58	40.1166

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5225	Engineering Technician II	TEAMSTERS	A	2,772.34	6,006.74	72,080.84	34.6543
			B	2,910.96	6,307.08	75,684.96	36.3870
			C	3,056.51	6,622.44	79,469.26	38.2064
			D	3,209.36	6,953.61	83,443.36	40.1170
			E	3,369.79	7,301.21	87,614.54	42.1224
3412	Environmental Compliance Analyst	TMMBU	A	3,045.81	6,599.26	79,191.06	38.0726
		Non-Exempt	B	3,198.09	6,929.20	83,150.34	39.9761
			C	3,358.00	7,275.67	87,308.00	41.9750
			D	3,525.89	7,639.43	91,673.14	44.0736
			E	3,702.19	8,021.41	96,256.94	46.2774
5424	Environmental Compliance Technician	TEAMSTERS	A	2,197.75	4,761.79	57,141.50	27.4719
			B	2,307.65	4,999.91	59,998.90	28.8456
			C	2,423.01	5,249.86	62,998.26	30.2876
			D	2,544.16	5,512.35	66,148.16	31.8020
			E	2,671.40	5,788.03	69,456.40	33.3925
5313	Equipment Mechanic I	TEAMSTERS	A	2,426.53	5,257.48	63,089.78	30.3316
			B	2,547.85	5,520.34	66,244.10	31.8481
			C	2,675.24	5,796.35	69,556.24	33.4405
			D	2,809.00	6,086.17	73,034.00	35.1125
			E	2,949.45	6,390.48	76,685.70	36.8681
5314	Equipment Mechanic II	TEAMSTERS	A	2,547.84	5,520.32	66,243.84	31.8480
			B	2,675.24	5,796.35	69,556.24	33.4405
			C	2,808.99	6,086.15	73,033.74	35.1124
			D	2,949.45	6,390.48	76,685.70	36.8681
			E	3,096.91	6,709.97	80,519.66	38.7114
4108	Executive Assistant	TTSSEA	A	2,559.25	5,545.04	66,540.50	31.9906
			B	2,687.21	5,822.29	69,867.46	33.5901
			C	2,821.57	6,113.40	73,360.82	35.2696
			D	2,962.66	6,419.10	77,029.16	37.0333
			E	3,110.79	6,740.05	80,880.54	38.8849
8108	Executive Assistant - Confidential	CONF	A	2,622.72	5,682.56	68,190.72	32.7840
			B	2,753.86	5,966.70	71,600.36	34.4233
			C	2,891.55	6,265.03	75,180.30	36.1444
			D	3,036.12	6,578.26	78,939.12	37.9515
			E	3,187.93	6,907.18	82,886.18	39.8491
2581	Executive Assistant to City Manager	CONF	A	2,995.32	6,489.86	77,878.32	37.4415
			B	3,145.08	6,814.34	81,772.08	39.3135
			C	3,302.33	7,155.05	85,860.58	41.2791
			D	3,467.46	7,512.83	90,153.96	43.3433
			E	3,640.82	7,888.44	94,661.32	45.5103
9635	Facility Attendant	LS	A				19.8000
			B				20.7900
			C				21.8300
			D				22.9200
			E				24.0700

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3404	Fleet Supervisor*	TMMBU	A	3,372.56	7,307.21	87,686.56	42.1570
			B	3,541.17	7,672.54	92,070.42	44.2646
			C	3,718.23	8,056.17	96,673.98	46.4779
			D	3,904.14	8,458.97	101,507.64	48.8018
			E	4,099.34	8,881.90	106,582.84	51.2418
3120	GIS Analyst *	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
4206	GIS Technician	TTSSEA	A	2,835.37	6,143.30	73,719.62	35.4421
			B	2,977.14	6,450.47	77,405.64	37.2143
			C	3,126.01	6,773.02	81,276.26	39.0751
			D	3,282.31	7,111.67	85,340.06	41.0289
			E	3,446.41	7,467.22	89,606.66	43.0801
2511	Human Resources Analyst I*	CONF	A	3,121.35	6,762.93	81,155.10	39.0169
			B	3,277.42	7,101.08	85,212.92	40.9678
			C	3,441.27	7,456.09	89,473.02	43.0159
			D	3,613.34	7,828.90	93,946.84	45.1668
			E	3,794.01	8,220.36	98,644.26	47.4251
2512	Human Resources Analyst II*	CONF	A	3,589.45	7,777.14	93,325.70	44.8681
			B	3,768.92	8,165.99	97,991.92	47.1115
			C	3,957.36	8,574.28	102,891.36	49.4670
			D	4,155.24	9,003.02	108,036.24	51.9405
			E	4,363.01	9,453.19	113,438.26	54.5376
2562	Human Resources Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
			B	5,043.31	10,927.17	131,126.06	63.0414
			C	5,295.49	11,473.56	137,682.74	66.1936
			D	5,560.26	12,047.23	144,566.76	69.5033
			E	5,838.29	12,649.63	151,795.54	72.9786
4301	Human Resources Technician	CONF	A	2,663.29	5,770.46	69,245.54	33.2911
			B	2,796.46	6,059.00	72,707.96	34.9558
			C	2,936.28	6,361.94	76,343.28	36.7035
			D	3,083.10	6,680.05	80,160.60	38.5388
			E	3,237.25	7,014.04	84,168.50	40.4656
4204	Information Systems Technician I	TTSSEA	A	2,465.55	5,342.03	64,104.30	30.8194
			B	2,588.83	5,609.13	67,309.58	32.3604
			C	2,718.28	5,889.61	70,675.28	33.9785
			D	2,854.19	6,184.08	74,208.94	35.6774
			E	2,996.90	6,493.28	77,919.40	37.4613
4205	Information Systems Technician II	TTSSEA	A	2,835.37	6,143.30	73,719.62	35.4421
			B	2,977.14	6,450.47	77,405.64	37.2143
			C	3,126.01	6,773.02	81,276.26	39.0751
			D	3,282.31	7,111.67	85,340.06	41.0289
			E	3,446.41	7,467.22	89,606.66	43.0801

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	Information Technology Manager*	CONF	A	4,803.16	10,406.85	124,882.16	60.0395
			B	5,043.31	10,927.17	131,126.06	63.0414
			C	5,295.49	11,473.56	137,682.74	66.1936
			D	5,560.26	12,047.23	144,566.76	69.5033
			E	5,838.29	12,649.63	151,795.54	72.9786
3111	Information Technology Specialist*	TMMBU	A	3,402.46	7,372.00	88,463.96	42.5308
			B	3,572.60	7,740.63	92,887.60	44.6575
			C	3,751.22	8,127.64	97,531.72	46.8903
			D	3,938.77	8,534.00	102,408.02	49.2346
			E	4,135.71	8,960.71	107,528.46	51.6964
5413	Instrumentation Technician	TEAMSTERS	A	3,080.01	6,673.36	80,080.26	38.5001
			B	3,234.01	7,007.02	84,084.26	40.4251
			C	3,395.72	7,357.39	88,288.72	42.4465
			D	3,565.49	7,725.23	92,702.74	44.5686
			E	3,743.77	8,111.50	97,338.02	46.7971
9108	Intern-Generalist	LS	A				20.5500
			B				21.5800
			C				22.6600
			D				23.7900
			E				24.9800
5224	Junior Engineer	TEAMSTERS	A	3,049.14	6,606.47	79,277.64	38.1143
			B	3,201.59	6,936.78	83,241.34	40.0199
			C	3,361.66	7,283.60	87,403.16	42.0208
			D	3,529.75	7,647.79	91,773.50	44.1219
			E	3,706.24	8,030.19	96,362.24	46.3280
5423	Laboratory Quality Assurance Officer*	TMMBU	A	2,829.70	6,131.02	73,572.20	35.3713
			B	2,971.20	6,437.60	77,251.20	37.1400
			C	3,119.76	6,759.48	81,113.76	38.9970
			D	3,275.74	7,097.43	85,169.24	40.9468
			E	3,439.53	7,452.32	89,427.78	42.9941
5421	Laboratory Technician I	TEAMSTERS	A	2,395.98	5,191.29	62,295.48	29.9498
			B	2,515.76	5,450.81	65,409.76	31.4470
			C	2,641.57	5,723.40	68,680.82	33.0196
			D	2,773.64	6,009.55	72,114.64	34.6705
			E	2,912.31	6,310.01	75,720.06	36.4039
5422	Laboratory Technician II	TEAMSTERS	A	2,504.04	5,425.42	65,105.04	31.3005
			B	2,629.24	5,696.69	68,360.24	32.8655
			C	2,760.71	5,981.54	71,778.46	34.5089
			D	2,898.74	6,280.60	75,367.24	36.2343
			E	3,043.67	6,594.62	79,135.42	38.0459
3508	Landscape Architect*	TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
			B	4,045.49	8,765.23	105,182.74	50.5686
			C	4,247.76	9,203.48	110,441.76	53.0970
			D	4,460.15	9,663.66	115,963.90	55.7519
			E	4,683.17	10,146.87	121,762.42	58.5396

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4109	Legal Secretary	CONF	A	2,860.68	6,198.14	74,377.68	35.7585
			B	3,003.71	6,508.04	78,096.46	37.5464
			C	3,153.90	6,833.45	82,001.40	39.4238
			D	3,311.60	7,175.13	86,101.60	41.3950
			E	3,477.18	7,533.89	90,406.68	43.4648
9636	Lifeguard	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000
5301	Maintenance Worker I	TEAMSTERS	A	1,786.00	3,869.67	46,436.00	22.3250
			B	1,875.31	4,063.17	48,758.06	23.4414
			C	1,969.07	4,266.32	51,195.82	24.6134
			D	2,067.52	4,479.63	53,755.52	25.8440
			E	2,170.90	4,703.62	56,443.40	27.1363
5303	Maintenance Worker II	TEAMSTERS	A	2,268.56	4,915.21	58,982.56	28.3570
			B	2,381.99	5,160.98	61,931.74	29.7749
			C	2,501.08	5,419.01	65,028.08	31.2635
			D	2,626.13	5,689.95	68,279.38	32.8266
			E	2,757.43	5,974.43	71,693.18	34.4679
3151	Management Analyst I*	TMMBU	A	3,045.81	6,599.26	79,191.06	38.0726
			B	3,198.09	6,929.20	83,150.34	39.9761
			C	3,358.00	7,275.67	87,308.00	41.9750
			D	3,525.89	7,639.43	91,673.14	44.0736
			E	3,702.19	8,021.41	96,256.94	46.2774
3152	Management Analyst II*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
1101	Mayor*			478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU	A	3,007.51	6,516.27	78,195.26	37.5939
		Non-Exempt	B	3,157.90	6,842.12	82,105.40	39.4738
			C	3,315.79	7,184.21	86,210.54	41.4474
			D	3,481.58	7,543.42	90,521.08	43.5198
			E	3,655.67	7,920.62	95,047.42	45.6959
5531	Meter Reader	TEAMSTERS	A	1,547.54	3,353.00	40,236.04	19.3443
			B	1,624.91	3,520.64	42,247.66	20.3114
			C	1,706.16	3,696.68	44,360.16	21.3270
			D	1,791.46	3,881.50	46,577.96	22.3933

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
		E	1,881.04	4,075.59	48,907.04	23.5130

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4212	Multimedia Communications Assistant	TTSSEA	A	2,103.86	4,558.36	54,700.36	26.2983
			B	2,209.04	4,786.25	57,435.04	27.6130
			C	2,319.50	5,025.58	60,307.00	28.9938
			D	2,435.47	5,276.85	63,322.22	30.4434
			E	2,557.23	5,540.67	66,487.98	31.9654
4210	Multimedia Communications Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
4105	Office Assistant	TTSSEA	A	1,722.68	3,732.47	44,789.68	21.5335
			B	1,808.80	3,919.07	47,028.80	22.6100
			C	1,899.25	4,115.04	49,380.50	23.7406
			D	1,994.22	4,320.81	51,849.72	24.9278
			E	2,093.93	4,536.85	54,442.18	26.1741
1107	Parks Commissioner						
3509	Parks Planning & Development Manager*	TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
			B	4,045.49	8,765.23	105,182.74	50.5686
			C	4,247.76	9,203.48	110,441.76	53.0970
			D	4,460.15	9,663.66	115,963.90	55.7519
			E	4,683.17	10,146.87	121,762.42	58.5396
3306	Plan Check Engineer*	TMMBU	A	4,690.57	10,162.90	121,954.82	58.6321
			B	4,925.10	10,671.05	128,052.60	61.5638
			C	5,171.36	11,204.61	134,455.36	64.6420
			D	5,429.93	11,764.85	141,178.18	67.8741
			E	5,701.43	12,353.10	148,237.18	71.2679
5214	Plan Examiner I	TEAMSTERS	A	3,225.31	6,988.17	83,858.06	40.3164
			B	3,386.61	7,337.66	88,051.86	42.3326
			C	3,555.93	7,704.52	92,454.18	44.4491
			D	3,733.71	8,089.71	97,076.46	46.6714
			E	3,920.42	8,494.24	101,930.92	49.0053
5215	Plan Examiner II	TEAMSTERS	A	3,395.07	7,355.99	88,271.82	42.4384
			B	3,564.85	7,723.84	92,686.10	44.5606
			C	3,743.08	8,110.01	97,320.08	46.7885
			D	3,930.22	8,515.48	102,185.72	49.1278
			E	4,126.76	8,941.31	107,295.76	51.5845
1106	Planning Commissioner						
4506	Planning Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6212	Police Captain*	TPMA	A	5,903.58	12,791.09	153,493.08	73.7948
			B	6,198.77	13,430.67	161,168.02	77.4846
			C	6,508.69	14,102.16	169,225.94	81.3586
			D	6,834.13	14,807.28	177,687.38	85.4266
			E	7,175.87	15,547.72	186,572.62	89.6984
1513	Police Chief*	DH	Min	7,591.04	16,447.26	197,367.07	94.8880
			Max	9,226.99	19,991.81	239,901.77	115.3374
4603	Police Community Relations Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
6103	Police Corporal	TPOA	A	3,752.04	8,129.74	97,556.88	46.9005
			B	3,939.66	8,536.26	102,435.12	49.2458
			C	4,136.65	8,963.08	107,556.96	51.7081
			D	4,343.49	9,411.26	112,935.12	54.2936
			E	4,560.66	9,881.80	118,581.60	57.0082
9501	Police Intern/Parking Enforcement Officer	LS	A				19.5000
			B				20.4800
			C				21.5000
			D				22.5700
			E				23.7000
6211	Police Lieutenant*	TPMA	A	5,109.41	11,070.39	132,844.66	63.8676
			B	5,364.87	11,623.89	139,486.62	67.0609
			C	5,633.13	12,205.12	146,461.38	70.4141
			D	5,914.78	12,815.36	153,784.28	73.9348
			E	6,210.51	13,456.11	161,473.26	77.6314
6102	Police Officer	TPOA	A	3,410.95	7,390.68	88,688.16	42.6369
			B	3,581.50	7,760.22	93,122.64	44.7688
			C	3,760.58	8,148.24	97,778.88	47.0073
			D	3,948.63	8,555.70	102,668.40	49.3579
			E	4,146.06	8,983.46	107,801.52	51.8257
9517	Police Range Master	LS	A				31.1700
			B				32.7300
			C				34.3600
			D				36.0800
			E				37.8800

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4103	Police Records Assistant I	TTSSEA	A	2,135.53	4,626.98	55,523.78	26.6941
			B	2,242.32	4,858.36	58,300.32	28.0290
			C	2,354.45	5,101.31	61,215.70	29.4306
			D	2,472.15	5,356.33	64,275.90	30.9019
			E	2,595.76	5,624.15	67,489.76	32.4470
4104	Police Records Assistant II	TTSSEA	A	2,242.29	4,858.30	58,299.54	28.0286
			B	2,354.43	5,101.27	61,215.18	29.4304
			C	2,472.12	5,356.26	64,275.12	30.9015
			D	2,595.73	5,624.08	67,488.98	32.4466
			E	2,725.52	5,905.29	70,863.52	34.0690
3626	Police Records Supervisor*	TMMBU	A	3,060.95	6,632.06	79,584.70	38.2619
			B	3,214.01	6,963.69	83,564.26	40.1751
			C	3,374.70	7,311.85	87,742.20	42.1838
			D	3,543.45	7,677.48	92,129.70	44.2931
			E	3,720.60	8,061.30	96,735.60	46.5075
9551	Police Reserve	LS	A				40.5500
6105	Police Sergeant	TPOA	A	4,110.39	8,906.20	106,874.40	51.3799
			B	4,315.94	9,351.56	112,218.72	53.9492
			C	4,531.74	9,819.16	117,829.92	56.6468
			D	4,758.33	10,310.10	123,721.20	59.4791
			E	4,996.25	10,825.62	129,907.44	62.4531
2712	Police Support Operations Manager*	CONF	A	5,436.48	11,779.04	141,348.48	67.9560
			B	5,708.31	12,368.01	148,416.06	71.3539
			C	5,993.71	12,986.37	155,836.46	74.9214
			D	6,293.39	13,635.68	163,628.14	78.6674
			E	6,608.07	14,317.49	171,809.82	82.6009
4701	Police Support Services Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6101	Police Trainee (Non-Sworn)	TPOA	A	2,965.95	6,426.48	77,117.76	37.0744
9638	Pool Manager	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6700
			E				25.9000
9533	Professional Standards Officer	LS	A				51.9500
			B				54.5500
			C				57.2800
			D				60.1400
			E				63.1500

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9110	Program Assistant	LS	Min				15.0000
			Max				25.8200
9231	Project Specialist I	LS	Min				15.0000
			Max				50.0100
9232	Project Specialist II	LS	Min				50.0200
			Max				140.9900
5518	Property and Evidence Technician	TEAMSTERS	A	2,303.09	4,990.03	59,880.34	28.7886
			B	2,418.23	5,239.50	62,873.98	30.2279
			C	2,539.16	5,501.51	66,018.16	31.7395
			D	2,666.12	5,776.59	69,319.12	33.3265
			E	2,799.41	6,065.39	72,784.66	34.9926
2585	Public Information Officer*	CONF	A	3,589.45	7,777.14	93,325.70	44.8681
			B	3,768.92	8,165.99	97,991.92	47.1115
			C	3,957.36	8,574.28	102,891.36	49.4670
			D	4,155.24	9,003.02	108,036.24	51.9405
			E	4,363.01	9,453.19	113,438.26	54.5376
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,248.37	7,038.14	84,457.62	40.6046
			B	3,410.78	7,390.02	88,680.28	42.6348
			C	3,581.33	7,759.55	93,114.58	44.7666
			D	3,760.39	8,147.51	97,770.14	47.0049
			E	3,948.42	8,554.91	102,658.92	49.3553
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,660.74	5,764.94	69,179.24	33.2593
			B	2,793.76	6,053.15	72,637.76	34.9220
			C	2,933.45	6,355.81	76,269.70	36.6681
			D	3,080.12	6,673.59	80,083.12	38.5015
			E	3,234.15	7,007.33	84,087.90	40.4269
5503	Public Safety Dispatcher II	TEAMSTERS	A	2,919.04	6,324.59	75,895.04	36.4880
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.24	6,972.85	83,674.24	40.2280
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.11	7,687.57	92,250.86	44.3514
9512	Public Safety Dispatcher II - Per Diem	LS	A				33.1100
			B				34.7700
			C				36.5100
			D				38.3300
			E				40.2500
3401	Public Works Superintendent*	TMMBU	A	4,047.63	8,769.87	105,238.38	50.5954
			B	4,250.02	9,208.38	110,500.52	53.1253
			C	4,462.52	9,668.79	116,025.52	55.7815
			D	4,685.65	10,152.24	121,826.90	58.5706
			E	4,919.92	10,659.83	127,917.92	61.4990

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3405	Public Works Supervisor*	TMMBU	A	3,372.56	7,307.21	87,686.56	42.1570
			B	3,541.17	7,672.54	92,070.42	44.2646
			C	3,718.23	8,056.17	96,673.98	46.4779
			D	3,904.14	8,458.97	101,507.64	48.8018
			E	4,099.34	8,881.90	106,582.84	51.2418
9631	Recreation Leader I	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
9633	Recreation Leader III	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6900
			E				25.9000
4401	Recreation Program Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3513	Recreation Services Manager*	TMMBU	A	3,985.11	8,634.41	103,612.86	49.8139
			B	4,184.38	9,066.16	108,793.88	52.3048
			C	4,393.59	9,519.45	114,233.34	54.9199
			D	4,613.28	9,995.44	119,945.28	57.6660
			E	4,843.94	10,495.20	125,942.44	60.5493
3505	Recreation Services Supervisor*	TMMBU	A	3,622.84	7,849.49	94,193.84	45.2855
			B	3,803.99	8,241.98	98,903.74	47.5499
			C	3,994.19	8,654.08	103,848.94	49.9274
			D	4,193.89	9,086.76	109,041.14	52.4236
			E	4,403.58	9,541.09	114,493.08	55.0448
9626	Recreation Specialized Instructor	LS	Min				15.0000
			Max				53.2100
4113	Senior Account Clerk	TTSSEA	A	2,329.23	5,046.67	60,559.98	29.1154
			B	2,445.69	5,299.00	63,587.94	30.5711
			C	2,567.98	5,563.96	66,767.48	32.0998
			D	2,696.39	5,842.18	70,106.14	33.7049
			E	2,831.19	6,134.25	73,610.94	35.3899

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3105	Senior Accountant*	TMMBU	A	3,764.80	8,157.07	97,884.80	47.0600
			B	3,953.05	8,564.94	102,779.30	49.4131
			C	4,150.70	8,993.18	107,918.20	51.8838
			D	4,358.24	9,442.85	113,314.24	54.4780
			E	4,576.16	9,915.01	118,980.16	57.2020
4202	Senior Accounting Technician	TTSSEA	A	3,020.32	6,544.03	78,528.32	37.7540
			B	3,171.34	6,871.24	82,454.84	39.6418
			C	3,329.92	7,214.83	86,577.92	41.6240
			D	3,496.42	7,575.58	90,906.92	43.7053
			E	3,671.25	7,954.38	95,452.50	45.8906
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,560.67	5,548.12	66,577.42	32.0084
			B	2,688.69	5,825.50	69,905.94	33.6086
			C	2,823.12	6,116.76	73,401.12	35.2890
			D	2,964.29	6,422.63	77,071.54	37.0536
			E	3,112.52	6,743.79	80,925.52	38.9065
3304	Senior Civil Engineer*	TMMBU	A	4,690.70	10,163.18	121,958.20	58.6338
			B	4,925.23	10,671.33	128,055.98	61.5654
			C	5,171.50	11,204.92	134,459.00	64.6438
			D	5,430.08	11,765.17	141,182.08	67.8760
			E	5,701.58	12,353.42	148,241.08	71.2698
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,675.25	5,796.38	69,556.50	33.4406
			B	2,809.00	6,086.17	73,034.00	35.1125
			C	2,949.46	6,390.50	76,685.96	36.8683
			D	3,096.92	6,709.99	80,519.92	38.7115
			E	3,251.77	7,045.50	84,546.02	40.6471
4208	Senior Information Systems Technician	TTSSEA	A	3,118.90	6,757.62	81,091.40	38.9863
			B	3,274.85	7,095.51	85,146.10	40.9356
			C	3,438.60	7,450.30	89,403.60	42.9825
			D	3,610.53	7,822.82	93,873.78	45.1316
			E	3,791.05	8,213.94	98,567.30	47.3881
9637	Senior Lifeguard	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
5305	Senior Maintenance Worker	TEAMSTERS	A	2,497.45	5,411.14	64,933.70	31.2181
			B	2,622.30	5,681.65	68,179.80	32.7788
			C	2,753.42	5,965.74	71,588.92	34.4178
			D	2,891.10	6,264.05	75,168.60	36.1388
			E	3,035.64	6,577.22	78,926.64	37.9455

City of Tracy
Master Salary Schedule

Effective 1-1-2022

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3203	Senior Planner*	TMMBU	A	4,021.02	8,712.21	104,546.52	50.2628
			B	4,222.07	9,147.82	109,773.82	52.7759
			C	4,433.18	9,605.22	115,262.68	55.4148
			D	4,654.84	10,085.49	121,025.84	58.1855
			E	4,887.58	10,589.76	127,077.08	61.0948
4410	Senior Police Records Assistant	TTSSEA	A	2,466.52	5,344.13	64,129.52	30.8315
			B	2,589.87	5,611.39	67,336.62	32.3734
			C	2,719.33	5,891.88	70,702.58	33.9916
			D	2,855.30	6,186.48	74,237.80	35.6913
			E	2,998.07	6,495.82	77,949.82	37.4759
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,064.98	6,640.79	79,689.48	38.3123
			B	3,218.24	6,972.85	83,674.24	40.2280
			C	3,379.15	7,321.49	87,857.90	42.2394
			D	3,548.11	7,687.57	92,250.86	44.3514
			E	3,725.53	8,071.98	96,863.78	46.5691
5356	Senior Utilities Worker	TEAMSTERS	A	2,622.79	5,682.71	68,192.54	32.7849
			B	2,753.81	5,966.59	71,599.06	34.4226
			C	2,891.42	6,264.74	75,176.92	36.1428
			D	3,036.44	6,578.95	78,947.44	37.9555
			E	3,187.23	6,905.67	82,867.98	39.8404
3343	Supervising Building Inspector*	TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
			B	4,045.49	8,765.23	105,182.74	50.5686
			C	4,247.76	9,203.48	110,441.76	53.0970
			D	4,460.15	9,663.66	115,963.90	55.7519
			E	4,683.17	10,146.87	121,762.42	58.5396
3345	Supervising Construction Inspector	TMMBU	A	3,752.51	8,130.44	97,565.26	46.9064
		Non-Exempt	B	3,940.14	8,536.97	102,443.64	49.2518
			C	4,137.15	8,963.83	107,565.90	51.7144
			D	4,343.99	9,411.98	112,943.74	54.2999
			E	4,561.19	9,882.58	118,590.94	57.0149
3117	System Administrator*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
9361	Theatre Technician	LS	A				29.7100
			B				31.1900
			C				32.7500
			D				34.3900
			E				36.1100

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4420	Transit Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3515	Transit Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
1109	Transportation Commissioner						
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,047.63	8,769.87	105,238.38	50.5954
			B	4,250.02	9,208.38	110,500.52	53.1253
			C	4,462.52	9,668.79	116,025.52	55.7815
			D	4,685.65	10,152.24	121,826.90	58.5706
			E	4,919.92	10,659.83	127,917.92	61.4990
5350	Utilities Worker I	TEAMSTERS	A	1,874.60	4,061.63	48,739.60	23.4325
			B	1,968.54	4,265.17	51,182.04	24.6068
			C	2,066.59	4,477.61	53,731.34	25.8324
			D	2,170.42	4,702.58	56,430.92	27.1303
			E	2,280.01	4,940.02	59,280.26	28.5001
5353	Utilities Worker II	TEAMSTERS	A	2,381.36	5,159.61	61,915.36	29.7670
			B	2,500.84	5,418.49	65,021.84	31.2605
			C	2,625.26	5,688.06	68,256.76	32.8158
			D	2,757.10	5,973.72	71,684.60	34.4638
			E	2,894.71	6,271.87	75,262.46	36.1839
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,124.00	8,935.33	107,224.00	51.5500
			B	4,330.18	9,382.06	112,584.68	54.1273
			C	4,546.70	9,851.18	118,214.20	56.8338
			D	4,774.03	10,343.73	124,124.78	59.6754
			E	5,012.73	10,860.92	130,330.98	62.6591
3423	Utility Maintenance Superintendent*	TMMBU	A	4,200.33	9,100.72	109,208.58	52.5041
			B	4,410.34	9,555.74	114,668.84	55.1293
			C	4,630.85	10,033.51	120,402.10	57.8856
			D	4,862.40	10,535.20	126,422.40	60.7800
			E	5,105.51	11,061.94	132,743.26	63.8189
3410	Utility Maintenance Supervisor*	TMMBU	A	3,500.26	7,583.90	91,006.76	43.7533
			B	3,675.28	7,963.11	95,557.28	45.9410
			C	3,859.04	8,361.25	100,335.04	48.2380
			D	4,052.00	8,779.33	105,352.00	50.6500
			E	4,254.60	9,218.30	110,619.60	53.1825

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5411	Utility Mechanic I	TEAMSTERS	A	2,805.51	6,078.61	72,943.26	35.0689
			B	2,945.79	6,382.55	76,590.54	36.8224
			C	3,093.07	6,701.65	80,419.82	38.6634
			D	3,247.73	7,036.75	84,440.98	40.5966
			E	3,410.11	7,388.57	88,662.86	42.6264
5412	Utility Mechanic II	TEAMSTERS	A	2,875.63	6,230.53	74,766.38	35.9454
			B	3,019.42	6,542.08	78,504.92	37.7428
			C	3,170.39	6,869.18	82,430.14	39.6299
			D	3,328.90	7,212.62	86,551.40	41.6113
			E	3,495.35	7,573.26	90,879.10	43.6919
5404	Utility Operator	TEAMSTERS	A	3,362.14	7,284.64	87,415.64	42.0268
			B	3,530.21	7,648.79	91,785.46	44.1276
			C	3,706.74	8,031.27	96,375.24	46.3343
			D	3,892.08	8,432.84	101,194.08	48.6510
			E	4,086.68	8,854.47	106,253.68	51.0835
3422	Wastewater Operations Superintendent*	TMMBU	A	4,200.33	9,100.72	109,208.58	52.5041
			B	4,410.34	9,555.74	114,668.84	55.1293
			C	4,630.85	10,033.51	120,402.10	57.8856
			D	4,862.40	10,535.20	126,422.40	60.7800
			E	5,105.51	11,061.94	132,743.26	63.8189
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,658.93	5,761.02	69,132.18	33.2366
			B	2,791.86	6,049.03	72,588.36	34.8983
			C	2,931.46	6,351.50	76,217.96	36.6433
			D	3,078.04	6,669.09	80,029.04	38.4755
			E	3,231.95	7,002.56	84,030.70	40.3994
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	2,798.88	6,064.24	72,770.88	34.9860
			B	2,938.80	6,367.40	76,408.80	36.7350
			C	3,085.75	6,685.79	80,229.50	38.5719
			D	3,240.05	7,020.11	84,241.30	40.5006
			E	3,402.06	7,371.13	88,453.56	42.5258
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	2,946.19	6,383.41	76,600.94	36.8274
			B	3,093.47	6,702.52	80,430.22	38.6684
			C	3,248.16	7,037.68	84,452.16	40.6020
			D	3,410.58	7,389.59	88,675.08	42.6323
			E	3,581.11	7,759.07	93,108.86	44.7639
3421	Water Operations Superintendent*	TMMBU	A	4,124.00	8,935.33	107,224.00	51.5500
			B	4,330.18	9,382.06	112,584.68	54.1273
			C	4,546.70	9,851.18	118,214.20	56.8338
			D	4,774.03	10,343.73	124,124.78	59.6754
			E	5,012.73	10,860.92	130,330.98	62.6591

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
5401	Water Treatment Plant Operator I	TEAMSTERS	A	2,832.88	6,137.91	73,654.88	35.4110
			B	2,974.53	6,444.82	77,337.78	37.1816
			C	3,123.26	6,767.06	81,204.76	39.0408
			D	3,279.42	7,105.41	85,264.92	40.9928
			E	3,443.38	7,460.66	89,527.88	43.0423
5402	Water Treatment Plant Operator II	TEAMSTERS	A	2,981.98	6,460.96	77,531.48	37.2748
			B	3,131.09	6,784.03	81,408.34	39.1386
			C	3,287.65	7,123.24	85,478.90	41.0956
			D	3,452.02	7,479.38	89,752.52	43.1503
			E	3,624.62	7,853.34	94,240.12	45.3078
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,138.93	6,801.02	81,612.18	39.2366
			B	3,295.88	7,141.07	85,692.88	41.1985
			C	3,460.68	7,498.14	89,977.68	43.2585
			D	3,633.71	7,873.04	94,476.46	45.4214
			E	3,815.39	8,266.68	99,200.14	47.6924

RESOLUTION 2021 - _____

APPROVE SIDE LETTERS BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T.; REVISED COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT, LIMITED SERVICE EMPLOYEES AND DEPARTMENT HEADS; AUTHORIZE THE INTERIM CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS; AND AUTHORIZE AN AMENDMENT TO THE POSITION CONTROL ROSTER AND THE CITY MASTER SALARY SCHEDULE TO REFLECT THE ELIMINATION OF SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY POSITIONS

WHEREAS, The City of Tracy employees assigned to the South San Joaquin County Fire Authority ("Authority") will transition to and become employed by the South San Joaquin County Fire Authority effective January 1, 2022, and

WHEREAS, As a result of the transition, all positions currently allocated to the Authority will be eliminated from the City's Position Control Roster and all classification specifications exclusively assigned to the Authority will be removed from the City's Classification Plan and Master Salary Schedule, and

WHEREAS, Amending the existing Tracy Mid-Manager Bargaining Unit and General Teamsters Local No. 439 contract language is necessary to remove Fire Department exclusive classifications including Emergency Medical Services Manager and Fire Inspector, and

WHEREAS, Amending the existing Compensation and Benefit Plans for the Confidential Employee Unit, Limited Service Employees and Department Heads is necessary to remove Fire Department exclusive classifications including Fire Division Chief, Fire Marshal, Fire Reserve and Firefighter Trainee, and

WHEREAS, The City has met and conferred with both represented units regarding the contents of the Side Letters, and

WHEREAS, The City desires to grant authority to the Interim City Manager to approve side letter agreements, and

WHEREAS, Amendment to the Master Salary Schedule and Position Control Roster is necessary to remove Authority positions, and

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letters and Compensation and Benefit Plans attached as Exhibit A between the City of Tracy and the Tracy Mid Managers Bargaining Unit, Exhibit B between the City of Tracy and the Teamsters Local No. 439, I.B.T, Exhibit C between the City of Tracy and the Confidential Employee Unit, Exhibit D between the City of Tracy and the Limited Service Employees, Exhibit E between the City of Tracy and the Department Heads authorizes the Interim City Manager to approve side letters agreements, approve the master salary schedule, and authorize the Budget Officer to amend the position control roster.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 7th day of December, 2021 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

AUTHORIZE APPLICATION(S) FOR THE LOCAL ASSISTANCE SPECIFIED GRANT FROM THE STATE OF CALIFORNIA IN THE AMOUNT OF \$5,000,000 AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE CONTRACTS TO ACCEPT THE GRANT FUNDS

EXECUTIVE SUMMARY

The City of Tracy was notified in the summer of 2021 that the State of California awarded a grant to the City in the amount of \$5,000,000 for the Multi-Generational Recreation Center. Recently, the City was informed that a contract will be issued, and an approved application packet is required before grant payments can be approved. The grant performance period is for July 1, 2021 to June 30, 2024. The State of California requires a resolution be sent to the Office of Grants and Local Services by December 31, 2021 to allow approval within the contract encumbrance period, which ends June 30, 2022.

This item requests Council authorize the submission of all required applications associated with the contract and authorize the City Manager or designee to execute all contracts to accept these grant funds.

DISCUSSION

In June 2021, staff was informed by State of California Senator Susan Talamantes Eggman's office of a grant opportunity to help fund the Multi-Generational Recreation Center (Rec Center). Staff submitted a written request to fund up to \$5M for the project. In July 2021, staff was informed that the State of California approved the grant request. The grant is administered through the State of California Natural Resources Agency, Department of Parks and Recreation, Office of Grants and Local Services (OGALS). The grant is designed to help fund the construction of the Rec Center, which has a budget of \$45M. This project is funded through Measure V and community benefit funds.

Recently, the City was informed that a contract will be issued, and an approved application packet is required before grant payments can be approved. The grant performance period is for July 1, 2021 to June 30, 2024. The State of California requires a resolution be sent to the Office of Grants and Local Services by December 31, 2021 to allow approval within the contract encumbrance period, which ends June 30, 2022.

This item requests Council authorize the submission of all required applications associated with the contract and authorize the City Manager or designee to execute all contracts to accept these grant funds.

The authorizing resolution serves two purposes:

1. It is how the grantee's Governing Body (City Council) agrees to the terms of the contract; it provides confirmation that the grantee has the funding to complete, operate and maintain projects associated with the contract.
2. It designates a position title to represent the Governing Body on all matters regarding projects associated with the contract. The incumbent in this position is referred to as the authorized representative.

The authorized representative can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the authorized representative to submit a letter (on letterhead) or email to OGALS delegating authority.

Timeline for the grant program includes:

- Grant Performance Period: July 1, 2021 – June 30, 2024
- Resolution: Submit by December 31, 2021
- Contract: Sign and return by January 31, 2022
- Projects Complete by December 31, 2023
- Project Completion Packets: Submit by: March 31, 2024

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

These grant funds will be used to augment the budget for CIP 78178 Multi-Generational Recreation Center.

RECOMMENDATION

That the City Council, by resolution, authorize submission of application(s) for the Local Assistance Specified Grant and authorize the City Manager, or designee, to execute all contracts to accept the grant funds.

Prepared by: Richard Joaquin, Parks Planning and Development Manager

Reviewed by: Brian MacDonald, Director of Parks & Recreation
Karin Schnaider, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

RESOLUTION 2021- _____

RESOLUTION OF THE CITY COUNCIL OF TRACY, CALIFORNIA APPROVING
APPLICATION(S) FOR SPECIFIED GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Tracy, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

The forgoing Resolution _____ was adopted by Tracy City Council on the 7th day of December 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

AUTHORIZE THE DIRECTOR OF UTILITIES TO SUBMIT APPLICATIONS FOR URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT FUNDING WITH THE DEPARTMENT OF WATER RESOURCES FOR THREE PROJECTS AND EXECUTE THE GRANT RELATED FUNDING AGREEMENTS AND OTHER DOCUMENTS

EXECUTIVE SUMMARY

California State Department of Water Resources (DWR) has invited multibenefit drought relief grant applications for qualified projects to effectively prepare and minimize impacts of the existing and future drought conditions in the State. After careful review of the requirements, the City submitted grant funding applications for three projects which mainly comprise of Extension of Recycling Water, New Aquifer Storage and Recovery (ASR) well and Equipping Existing Wells for Ammonia system with a total grant funding of \$32,601,000. The matching fund from the City is estimated at \$680,000 and the total cost of three projects is estimated at \$33,281,000.

In order to meet certain requirements of the grant application it is requested that the City Council authorize the Director of Utilities to apply for grants, execute the grant funding agreement and all other related documents including invoices, progress reports, etc.

DISCUSSION

Due to prevailing drought conditions and potential for future droughts, the State Department of Water Resources has invited applications for grant funding from water agencies, cities and Utility Districts to complete projects to minimize or mitigate drought related impacts in their communities. The first cutoff date for submittal of grants was November 18, 2021. The second cutoff date falls in mid-December, however, the applications received in December 2021 may not be considered depending upon the number of eligible and qualified project applications received on November 18, 2021.

Due to the tight submittal schedule, application allows certain authorizations from the governing bodies of the submitting entity to be provided later.

In order to meet the scheduled deadlines, the Utilities Department submitted three projects for grant funding on November 18, 2021 as follows:

Project Name	Grant Funding	City's Matching Fund	Total Cost
1. Groundwater Wells – Ammonia Addition	\$1,500,000	\$300,000	\$1,800,000
2. Well 10 – Aquifer Storage & Recovery	\$4,101,000	\$380,000	\$4,481,000
3. Recycled Water System Expansion	\$27,000,000	\$0	\$27,000,000
Total:	\$32,601,000	\$680,000	\$33,281,000

The City is requesting a total grant funding of \$32,601,000 with the City's matching funds of \$680,000. The City will additionally incur a cost of \$20,000 for preparation of grant fund applications and supporting technical analysis.

DWR also requires an authorizing resolution from the governing body of the applicant entity designating a representative to sign the application, execute the grant funding agreement and sign other documents including the progress reports, invoices, etc.

STRATEGIC PLAN

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

FISCAL IMPACT

The grant funding applications, if approved, will require City matching funds in the amount of \$680,000. An additional cost of \$20,000 is estimated to be incurred in the preparation of the grant applications and related technical analysis. The projects, when completed, will provide reliable water supply and additional sources in the City's water portfolio. The City's share of the matching funds and cost of preparation of applications will be paid from the Tracy Infrastructure Master Plan (TIMP) fees.

RECOMMENDATION

That the City Council, by resolution, authorize the Director of Utilities to submit applications for Urban and Multibenefit Drought Relief Grant funding with the Department of Water Resources for three projects and execute the Grant related Funding Agreements and other documents.

Prepared by: Kul Sharma, Director of Utilities

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – DWR Grant Agreement Template

**.GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
<GRANTEE NAME>
AGREEMENT NUMBER <SAP AGREEMENT NUMBER>
URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing <insert project title> (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on <insert the day after final award date> and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule>, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>. Any additional costs are the responsibility of the Grantee.
- 4) **BASIC CONDITIONS.**
 - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, and

- c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

- 5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the <Insert Final Award date> may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs

include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

- 7) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: <Insert appropriate address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced
 - iii. The names of the entities that will receive the funding for each project
 - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - v. Any other information that DWR may deem necessary
 - C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
 - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment for Reimbursement."
- 9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

- E. Failure to submit quarterly progress reports pursuant to Paragraph 4.
- F. Failure to routinely invoice the State pursuant to Paragraph 7.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly

provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
 - D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
 - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

- 14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

<Grantee agency/company Name>

<Grantee Project Representative Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<DWR Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

<Grantee agency/company Name>

<Grantee Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Manager, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

DRAFT

EXHIBIT A

WORK PLAN (or copy their work plan into this item)

<Grantee NAME> URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If land and/or easement acquisition is not applicable, state as such.
- A listing of all anticipated permits
- If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- Necessary plans and specifications.

Grant Administration

IMPLEMENTING AGENCY: <GRANTEE> (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 8 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Brief Description of work that will be done, where, and the quantitative benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail }

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Instruction: Please use the first example if your project has not yet completed CEQA. Please include NEPA compliance in this section, if applicable.

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Or

A <NOE/MND/EIR> was filed for this project with the <enter Office of Planning and Research and/or County> in <Month Year>. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: <Insert description>. The following permits are anticipated to be acquired for this project: <Insert description>

Deliverables:

- Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

<Add applicable detail>

Deliverables:

- Bid Documents

- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. <Add applicable detail>

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

- 11(a): Mobilization and Demobilization <Add applicable detail>
- 11(b): Site preparation will include <Add applicable detail>
- 11(c): Install, construct, excavate <Add applicable detail>
- 11(d): Improve <Add applicable detail>

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

<GRANTEE NAME> URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program.
The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost*	Total Cost
	Grant Administration	\$0	\$0	\$0
1	Project 1: <Title>	\$0	\$0	\$0
X	Project X: <Title>	\$0	\$0	\$0
	GRAND TOTAL	\$0	\$0	\$0

*List sources of All Other Cost, including other State Fund Sources.

Grant Administration

Implementing Agency:

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$0
	TOTAL COSTS	\$0	\$0	\$0

NOTES:

*List sources of All Other Cost, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$0
(b)	Land Purchase / Easement	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0
(d)	Construction / Implementation	\$0	\$0	\$0
	TOTAL COSTS	\$0	\$0	\$0

NOTES:

* List sources of All Other Cost, including other State Fund Sources.

EXHIBIT C
SCHEDULE

**PROPOSITION 1 ROUND 2 <REGION NAME> URBAN AND MULTIBENEFIT DROUGHT RELIEF
IMPLEMENTATION GRANT**

Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule must be consistent with the work plan and budget.

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	MM/DD/YYYY	MM/DD/YYYY

PROJECT X: <Project X Name>

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	MM/DD/YYYY	MM/DD/YYYY
b	Land Purchase / Easement	MM/DD/YYYY	MM/DD/YYYY
c	Planning / Design / Engineering / Environmental Documentation	MM/DD/YYYY	MM/DD/YYYY
d	Construction / Implementation	MM/DD/YYYY	MM/DD/YYYY

<Add footnote if needed to explain any overlap of construction with Category c or d>

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and

are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee

or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11, "Default Provisions."
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

- D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - o Accounting of the cost of project expenditure;
 - o Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - o A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - o Grantee Name
 - o Implementing Agency (if different from Grantee)
 - o Grant Agreement Number
 - o Project Name
 - o Funding grant source
 - o Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Project Locations/Sites/Vicinities Map – Provide a map and/or diagrams depicting the project locations and project features (in adequate detail) with respect to project service area (may represent the area covered by a project); the region/funding area boundary, facilities of the project (if applicable); DACs or EDAs within the project area (if applicable); and any other project features that may apply.

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
- a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - o Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - o Generic markup
 - o Tuition
 - o Conference fees
 - o Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

RESOLUTION 2021-_____

AUTHORIZE DIRECTOR OF UTILITIES TO SUBMIT APPLICATIONS FOR URBAN AND
MULTIBENEFIT DROUGHT RELIEF GRANT FUNDING WITH THE DEPARTMENT OF
WATER RESOURCES FOR THREE PROJECTS AND EXECUTE THE GRANT
RELATED FUNDING AGREEMENTS AND OTHER DOCUMENTS

WHEREAS, California State Department of Water Resources (DWR) has invited
multibenefit drought relief grant applications for qualified projects to minimize impacts of the
existing and future droughts in the State, and

WHEREAS, the first submittal cutoff date for grants was November 18, 2021, and

WHEREAS, City submitted grant applications for three projects including Extension of
Recycled Water Line, New Aquifer Storage and Recovery (ASR) well, and equipping existing
wells for Ammonia feed system, and

WHEREAS, total estimated cost of these projects is \$33,281,000, and

WHEREAS, a total of \$32,601,000 is requested for grant funding with City's matching
fund of \$680,000, and

WHEREAS, the City will incur an additional cost of \$20,000 for administration of these
grants during the application approval process, and

WHEREAS, grant funding projects will provide a more reliable water supply and add
more sources in the City's water portfolio, and

WHEREAS, a Resolution is required by DWR to designate a representative to sign the
application, execute the grant funding agreement and other related documents, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy
hereby authorizes the Director of Utilities to apply for Urban and Multibenefit Drought Relief
Grant funding with the Department of Water Resources and execute the grant related funding
agreements and other related documents.

* * * * *

The foregoing Resolution 2021-____ was adopted by Tracy City Council on the 7th day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

ADOPT A RESOLUTION AMENDING THE CITY'S OPERATING AND CAPITAL IMPROVEMENT PROJECTS (CIP) BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022, AS PROPOSED, AND AUTHORIZE THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY2021-22

EXECUTIVE SUMMARY

On May 18, 2021, Council adopted the FY 2021-22 Operating and Capital Budget. This report provides an update of the City's current financial performance, for First Quarter (Q1), through September 30, 2021. This financial summary identifies Q1 General Fund revenue and expenditure actuals and encumbrances, minor amendments to the FY 2021-22 budget, provides an update of current Capital Improvement Projects (CIPs) and approves the appropriations for funds that were planned in the FY 2020-21 budget, but will be completed in FY 2021-22.

DISCUSSION

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget as of September 30, 2021 (First Quarter-Q1). For comparison, FY 2020-21 Q1 actuals are also provided.

FY 2021-22 General Fund Budget to Actuals

As of September 30, 2021, the General Fund expenditures are approximately 15% of the approved operating budget. After the budget adoption and prior to this report, the City Council approved two personnel and one non-personnel budget amendments to the adopted budget. First, the City Council approved a cost-of-living adjustment for all personnel of 3% as of July 1, 2021; approximately \$1.4 million in the General Fund and \$2.5 million citywide. Secondly, the City Manager recommended the end of the hiring freeze that was put in place during the pandemic. The costs are estimated to be \$2.5 million in the General Fund and \$5 million citywide; however, as the rehiring process can take several months, the City will experience some budgetary savings from open positions. In addition, the City Manager recommended restoring funding to vehicle and equipment purchases; approximately \$1.1 million was added to the General Fund budget with this amendment.

General Fund revenues collected in Q1 (as of September 30, 2021), reflect approximately 7% of estimated revenues. City revenues tend to lag a quarter behind, and many revenues will appear low or zero as a result. For example, General Fund revenues in Property Tax, as well as VLF/Property Tax, are distributed in December and April and will appear in the second and fourth quarter reports. The City's Sales Tax are one-quarter in arrears and will appear after the second quarter, and first quarter collections represent advances from the State based on prior year collections, not

necessarily actual collection by the State. General Fund revenues in Franchise Fees and Business Licensees are typically reported in the third and fourth quarter of the fiscal calendar.

In July 2021, the City amended the projected Sales Tax revenues in the General Fund. As mentioned above, the City receives Sales Tax in arrears by 60-90 days. At the time of this report's development, the City had not received sufficient information that would change the projections.

FY 2021-22 General Fund Amended Budget

<u>REVENUES</u> (in thousands)	<u>FY 20/21</u> <u>Q1</u>	<u>FY 21/22</u> <u>Adopted</u>	<u>FY 21/22</u> <u>Amended</u>	<u>FY 21/22</u> <u>Q1</u>	<u>% of</u> <u>Budget</u>
Property Tax	\$ -	\$ 28,114	\$ 28,114	\$ -	0.00%
Sales Tax	2,555	29,222	54,222	5,617	10.36%
Sales Tax Measure V	869	12,000	12,000	1,117	9.31%
Other Taxes	113	2,370	2,405	957	39.79%
Other Revenues	3,842	26,032	26,163	903	3.45%
TOTAL REVENUES	\$ 7,379	\$ 97,738	\$ 122,904	\$ 8,594	6.99%
<u>EXPENDITURES</u> (in thousands)					<u>% of</u> <u>Budget</u>
Personnel	\$ 9,571	\$ 43,993	\$ 49,917	\$ 10,641	21.32%
Purchased Services and Supplies	2,286	30,739	32,636	2,767	8.48%
Utilities	419	2,168	2,169	557	0.00%
Capital	-	-	255	-	25.69%
Debt	-	-	-	-	0.00%
Net Transfers In/(Out)	-	15,714	15,714	-	0.00%
TOTAL EXPENDITURES	\$ 12,276	\$ 92,614	\$ 100,691	\$ 13,965	13.87%
Total Change in Net Position	\$ (4,897)	\$ 5,124	\$ 22,213	\$ (5,372)	

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FY 2021-22 First Quarter (Q1) Operating Budget Augmentations

The following table is a summary of all recommended Q1 budget augmentations for FY 2021-22. They are listed by department, with General Fund totals separated, and categorized as one time or on-going expenses.

Department	Description	General Fund	Other Fund	One Time	On Going
City Manager's Office	Staff (2), training, equipment	\$ 27,000	\$ 461,000	\$ 72,000	\$ 416,000
Development Services	Staff (1), contract services	51,000	158,000	51,000	158,000
Fire	Radio Upgrade		313,000	313,000	
Human Resources	Special recruitments, insurance premiums	93,000	1,215,000	93,000	1,215,000
Parks & Recreation	Staff (1), Arts Commission, fuel purchases	9,000	265,000	9,000	265,000
Police Department	Staff (3), Vehicles, Training, Contract Svcs, PT hours	1,339,000		324,000	1,015,000
Public Works	Staff (1), vehicle and equipment purchases, maintenance and replacement contracts	90,000	915,000	314,000	691,000
Utilities	Maintenance		400,000	400,000	
Total:		\$ 1,609,000	\$ 3,727,000	\$ 1,576,000	\$ 3,760,000

Staff is making the following personnel recommendations for additional appropriations, position changes and authorize the Budget Officer to make the changes to the position control roster for FY2021-22:

General Fund Personnel Augmentations:

(3) Three new police officers – The Police Department is requesting the addition of three new patrol officers to respond to the growth both in population and geographic location to ensure proper response times and community demands. On-going this will increase the Police Budget by \$1 million.

General Fund Personnel Costs

Department	Description	Funding Source	One Time	On Going
Police	Patrol Officers (3)	General Fund		\$ 700,000
Police	New Officer - Equipment	General Fund	\$ 45,000	
Police	New Officer - Vehicles	General Fund	\$ 255,000	
			\$ 300,000	\$ 700,000
Total:			\$ 1,000,000	

General Fund Non-Personnel Augmentations: The General Fund's non-personnel budget requires an amendment of \$609,000.

General Fund Non-Personnel Costs

Department	Description	Funding Source	One Time	On Going
City Managers Office	City Council Training	General Fund		\$ 27,000
Development Services	Econ Dev Contract Svcs	General Fund	\$ 51,000	
Human Resources	Special Recruitments	General Fund	\$ 93,000	
Parks & Recreation	Arts Commission	General Fund		\$ 9,000
Police Department	Training, Misc Contract, and Part time hours	General Fund	\$ 24,000	\$ 315,000
Public Works	Contract Services and Maintenance	General Fund	\$ 90,000	
			\$ 258,000	\$ 351,000
			Total:	\$ 609,000

Other Fund Personnel Augmentations

The Housing and Homeless Division is requesting to add (1) one Manager and (1) one Administrative Technician position. With the addition of taking on responsibility for the design, construction, operations and maintenance of a temporary emergency housing facility, the need for dedicated staffing to focus on homeless and housing issues for the City has been determined as an ongoing need. These positions will be funded, \$389,000, by American Rescue Plan Act (ARPA) through Fiscal Year 2023-24 and starting Fiscal Year 2024-25 adsorbed into the General Fund.

Economic Development is requesting to add (1) one Administrative Technician position. This position is needed to fill the acute need for implementation of CDBG/HOME, American Rescue Plan Act grant, and Strategic Council Priority programs. Each of these requires a substantial administrative burden, particularly CDBG/HOME program. If various administrative requirements of these programs are not met, the City is at risk of losing the funding. This position will be funded, \$158,000, through CDBG (60%) and ARPA (40%). The ARPA funds will be utilized through Fiscal Year 2023-24 and starting Fiscal Year 2024-25 adsorbed into the General Fund.

Solid Waste is requesting to add (1) one Administrative Technician position. This position is needed in the Solid Waste and Recycling Division to assist with education, compliance, and enforcement of State mandates and the Tracy Municipal Code. This will be funded, \$158,000, from the Solid Waste Fund.

Transit is requesting to add an additional Transit Coordinator. The additional staff person in the Transit Division will provide the ability to address various transit needs such as seeking additional grant funding opportunities, implementing the Bikeways Master Plan, and providing general support to the Transit Division. This position will be funded through Transit Funds.

Other Funds Personnel Costs

Department	Description	Funding Source	One Time	On Going
Development Services	Administrative Technician (Econ Dev Staff)	CDBG/ARPA*		\$ 158,000
City Managers Office	Manager (Housing and Homeless Division)	ARPA*		231,000
City Managers Office	Administrative Technician (Housing and Homeless Division)	ARPA*		158,000
Public Works	Administrative Technician (Solid Waste)	Solid Waste		158,000
Parks & Recreation	Transit Coordinator	Transit		128,000
			\$ -	\$ 833,000
			Total:	\$ 833,000

*Note: ARPA grant funded expenses will be moved to General Fund in FY 2024-25

Other Fund Non-Personnel Augmentations

Department	Description	Funding Source	One Time	On Going
City Managers	Audio-Visual equipment	PEG Fees	\$ 72,000	
Fire	Radio upgrade	Equipment Fund	\$ 313,000	
Human Resources	Insurance Premiums (Cybersecurity)	Risk Management*		\$ 1,215,000
Parks & Recreation	Airport fuel	Airport	\$ 137,000	
Public Works	Janitorial services	Facilities*	\$ 82,000	
Public Works	Vehicle purchases	Vehicle Fund	\$ 144,000	
Public Works	Contract services	Solid Waste		\$ 131,000
Public Works	Water meters and hydrant replacement	Water		\$ 320,000
Public Works	Equipment purchases	Wastewater	\$ 80,000	
Utilities	Maintenance	Water	\$ 400,000	
			\$ 1,228,000	\$ 1,666,000
			Total:	\$ 2,894,000

*Note: Funding for Risk Management and Facilities is collected through charges to other funds, including approximately \$800,000 from the General Fund.

Non Budgetary-Personnel Amendments:

Staff is making the following recommendations to amend FY2021-22 Position Control Roster; however, the requests do not require a budget augmentation:

Recreation Coordinator - Additional staff person in the Parks & Recreation Department will provide full support for the youth/teen division and the Youth Advisory Commission. This position will be absorbed in current FY2021-22 operations budget and does not require an augmentation.

Management Analyst II – Development Services – Engineering division is requesting to add (1) one additional Management Analyst II to support the CIP sections (Construction Management, Traffic Safety, and Design) and would perform a variety of program and financial functions related to the City's CIP. Staff recommends that the Engineering Program Manager position be deleted and re-classified to fund this request. This item does not require a budget augmentation.

Information Systems Technician I/II – Finance is requesting to delete the Admin Assistant position in the Finance Division re-allocate funding to add an Information Systems Technician I/II to the IT Division. This item does not require a budget augmentation.

FY 2021-22 First Quarter (Q1) Capital Improvement Project (CIP) Augmentations

Staff is making the following recommendations for increased appropriations for current CIP's, and are summarized in the following table:

New Appropriations			
CIP	Amount	Fund	Project Description
71112 – Temp Emergency Housing	\$3,000,000	252 - ARPA	Funding being added to project, already designated.
71114 - PD Communications Tower	\$ 32,000	367 - TIMP Public Safety	Increase for the cost to install the radio equipment on the tower
75130 - SCADA Replacement	\$ 65,000	513 -Water Capital	Add replacing the programmable logic control to the project
75155 - Up flow Clarifier Rehab	\$ 400,000	513 -Water Capital	Funding to begin the project with inspection, planning and design.
76086 - Storm Drain Master Plan Update	\$ 63,520	391 - Program Management	Additional funding needed to complete update
77584 - Transit Station rehab	\$ 150,000	241 - TDA - Streets	Purchase furniture for transit station as part of rehab project

Staff is making the following recommendations to create new CIP's and appropriate funding, summarized in the table below along with brief descriptions of the projects:

Proposed New Projects		
CIP	Amount	Fund
72124 - Temporary TS/CH & Valpico Rd	\$ 275,000	245 - Gas Tax
74162 - Lincoln Avenue Sewer Connection	\$ 200,000	521 - Wastewater Operating
74163 - Lincoln Blvd. Sewer Main & Lateral Replacement	\$ 320,000	521 - Wastewater Operating
74164 - Primary Clarifier Effluent Pumping System	\$ 450,000	521 - Wastewater Operating
74165 - Sewer Capacity Upgrade	\$ 2,600,000	364-TIMP Wastewater
74165 - Sewer Capacity Upgrade	\$ 400,000	337 - Ellis Area Wastewater
75161 - HACH WIMS eSMR Report Auto Generator	\$ 120,000	513 -Water Capital
75162 – Well Improvement Project	\$ 1,500,000	511 - Water Operating

1. CIP 72124 – Temporary Traffic Signal at Corral Hollow Rd & Valpico Rd: Create a temporary traffic signal to meet the needs of traffic volume at this intersection. This is needed because of construction delays in the Corral Hollow widening project (CIP 73144), which has subsequently resulted in delay of the permanent traffic signal project (CIP 72095). Funding source is gas tax.
2. CIP 74162 – Lincoln Avenue Sewer Connection: Connect the Lincoln Ave Sanitary Sewer to the Citywide Collection System and to remove the underground holding tank at 11th and Lincoln. (Currently Public Works staff regularly pump out the underground holding tank because it does not connect to the Citywide collection system). Funding source is the Wastewater Operation Fund.
3. CIP 74163 – Lincoln Blvd Sewer Main & Lateral replacement from Linda Place to Lowell: This project is to replace 460 feet of 8" sanitary sewer and 11 lateral connections to residences. Funding source is the Wastewater Operation Fund.
4. CIP 74164 – Primary Clarifier Effluent Pumping System: Replace existing Pumping System electronics that are no longer reliable (e.g., the pumps sometimes do not restart after a power failure which leads to flooding and unsafe conditions). Funding sources are Water Capital Fund and Water Maintenance budget.
5. CIP 74165 – Sewer Capacity Upgrade to Corral Hollow between Schulte & 11th: This project will install 5,800 linear feet of 30" pipe on Corral Hollow Blvd from Schulte to Field View Drive. This is identified in the Wastewater Master Plan as the Phase 2 Choke Points on Corral Hollow. Funding sources are TIMP Wastewater Fund, Ellis Area Wastewater Fund, and Wastewater Capital Fund.
6. CIP 75161 – Upgrade HACH WIMS Software: Upgrade HACH Water Information Management Solution (WIMS) system to automatically generate state-required Self-Monitoring and Reports (eSMR). Currently data are semi-manually compiled to create reports. Funding source is Water Capital Fund.
7. CIP 75162 – Well Improvement Project: In order to meet the additional water demand during the peak periods and drought conditions, four (4) City wells need to be modernized with a purification and clarification system.

STRATEGIC PLAN

This agenda item addresses Goal 2 of the Governance Strategy to ensure continued fiscal sustainability through financial and budgetary stewardship.

FISCAL IMPACT

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget as of September 30, 2021 (First Quarter Q1). Staff is recommending minor amendments to the City Operating and Capital Budget for FY 2021-22. The FY 2021-22 proposed budget appropriations of \$5.3 million from all funding sources. In addition, the FY 2021-22 budget has been amended by \$22.5 million for carryover projects that were either underway, postponed, or otherwise delayed into FY 2021-22.

SUMMARY OF NEW BUDGET AUGMENTATIONS FOR FY 2021-22

Department	General Fund	Other Fund	One Time	On Going
City Manager's Office	\$ 27,000	\$ 461,000	\$ 72,000	\$ 416,000
Development Services	\$ 51,000	\$ 158,000	\$ 51,000	\$ 158,000
Fire		\$ 313,000	\$ 313,000	
Human Resources	\$ 93,000	\$ 1,215,000	\$ 93,000	\$ 1,215,000
Parks & Recreation	\$ 9,000	\$ 265,000	\$ 9,000	\$ 265,000
Police Department	\$ 1,339,000		\$ 324,000	\$ 1,015,000
Public Works	\$ 90,000	\$ 915,000	\$ 314,000	\$ 691,000
Utilities		\$ 400,000	\$ 400,000	
Total:	\$ 1,609,000	\$ 3,727,000	\$ 1,576,000	\$ 3,760,000

SUMMARY OF PRIOR YEAR CARRYOVERS

FUND NAME	CARRYOVER AMOUNT
GENERAL FUND	\$ 293,731
DEVELOPMENT SERVICES	1,014,041
GAS TAX	77,259
SPECIAL REVENUE	962,984
GENERAL FUND CAPITAL	2,319,821
CAPITAL	3,082,301
INTERNAL SERVICES	593,905
AIRPORT	104,088
TRANSIT	420,842
DRAINAGE	25,326
SOLID WASTE	524,736
WATER	921,400
WASTEWATER	12,171,074
GRAND TOTAL	\$ 22,511,508

RECOMMENDATION

The City Council, by resolution, adopt the Amended Operating and Capital Improvement Projects (CIP) Budget for Fiscal Year 2021-22, and authorize the Budget Officer to amend the City's Position Control Roster for Fiscal Year 2021-22.

Prepared by: Felicia Galindo, Budget Officer

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

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – FY2021-22 Q1 CIP Update

**GENERAL GOVERNMENT PUBLIC SAFETY PROJECT BUDGET UPDATE
FY2021-22 Q1**

ATTACHMENT A

Project Number	Project Name	Expenses	Budget	% Budget Expended	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
71027	Retrofit Water Tower 6th St	\$ 5,632	\$ 210,000	3%					Pending discussions with cell phone licenses
71078	New Radio Tower - Station 96	\$ 28,905	\$ 118,080	24%	X				Engineering/Geotechnical Review of existing reports underway
71089	Council Chamber Audio/Visual Systems	\$ 700,802	\$ 755,317	93%				X	Project close out
71107	Public Facilities Master Plan Update	\$ 359,959	\$ 500,000	72%	X				Task 1 Facility Eval75% complete, Estimated Completion Oct 2021
71108	Public Safety Master Plan Update	\$ 110,659	\$ 420,000	26%	X				Kick off held, Estimated Completion Dec 2021
71109	Fire Training Tower Site	\$ 103,938	\$ 450,000	23%	X				Advertising on hold pending additional funding
71110	Multipurpose Reality Based Training Facility	\$ 114,952	\$ 915,164	13%		X			Design in progress
71111	Grand Theater Repair	\$ 101,047	\$ 421,000	24%		X			Phase 1: awarded, materials delays; Phase 2: Plans 60% complete
71112	Temporary Emergency Housing	\$ 232,815	\$ 1,228,400	19%	X				National Environmental Protection Act (NEPA) documents required by Fed. Grants; ground breaking delayed until year end.
71113	Station 91 Renovations	\$ 81,032	\$ 365,000	22%		X			30% Plan submittal received and reviewed
71114	PD Communications Tower Software	\$ 119,913	\$ 135,000	89%					
71115	Cardiac Monitors	\$ -	\$ 293,750	0%					

NEW APPROPRIATIONS				
Project Number	Project Name	Amount	Fund	Description
71112	Temporary Emergency Housing	\$ 3,000,000	252 - ARPA	Additional Funding, funds already designated towards project
71114	PD Communications Tower Software	\$ 32,000	367 -TIMP Public Safety	Increased cost to install radio equipment on tower

TRAFFIC SAFETY PROJECT BUDGET UPDATE
FY2021-22 Q1

Project Number	Project Name	Expenses	Budget	% Budget Expended	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
72074	Intersection Improvements Tracy Blvd & Valpico Road	\$ 3,652	\$ 25,000	15%	X				
72095	Traffic Signal Corral Hollow & Valpico	\$ 65,990	\$ 300,000	22%		X			Design expected to complete 02/21
72098	Adaptive Traffic System 11th Street	\$ 7,023	\$ 801,413	1%		X			Design in Progress
72104	Intersection Improvements Corral Hollow & Linne	\$ 74,809	\$ 925,000	8%		X			RFP Out for Design, Due Jan 20
72113	Adaptive Traffic System Corral Hollow Road	\$ 2,175	\$ 977,250	0%		X			Consultant Selected. Agreement is getting drafted
72116	Crosswalk Safety Enhancement on 11th St at F St	\$ 11,337	\$ 280,000	4%	X				Design Anticipated to begin 02/21
72117	Traffic Cameras Repair/Replacement	\$ 518	\$ 275,000	0%	X				Developing Scope of Work.
72118	Upgrade & Maintenance of Traffic Management Center Software	\$ 723	\$ 140,000	1%		X			To be completed along with CIP 72113
72119	Local Roadway Safety Plan	\$ 6,000	\$ 80,000	8%	X				RFP to be issued in Feb/March
72121	Median and Crosswalk Improvements at Grant Line Rd & MacArthur Drive	\$ 6,532	\$ 118,440	6%					
72122	Holly Drive Pedestrian and Bikeway Improvements	\$ -	\$ 105,000	0%					
72123	Adaptive Traffic Signal System - Grant Line Road	\$ -	\$ 1,015,000	0%					

NEW APPROPRIATIONS				
Project Number	CIP	Amount	Fund	Description
72124	Temporary Traffic Signal at Corral Hollow Rd & Valpico Rd	\$ 275,000	245 - Gas Tax	This project will install a temporary signal to meet the needs of the traffic volumn at this intersection.

STREETS AND HIGHWAYS PROJECT BUDGET UPDATE
FY2021-22 Q1

Project Number	Project Name	Expenses	Budget	% Budget Expended	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
73084	New Interchange - I-205 & Lammers Road - Ph I, EIR Study	\$ 442,867	\$ 1,008,000	44%	X				EIR Revalidation in progress
73103	Widening - Corral Hollow, 11th to Schulte	\$ 191,438	\$ 740,829	26%	X				Project is currently on hold
73109	I-205 at Chrisman Road Interchange	\$ 252,568	\$ 696,290	36%		X			Design is complete, project is on hold
73144	Widening - Corral Hollow, Linne to Old Schulte	\$ 4,869,671	\$ 19,111,938	25%		X			Dependent on the ROW acquisitions
73146	I-205/Mountain House Overcrossing	\$ 2,567,948	\$ 5,610,531	46%		X			Environmental in Progress
73147	I-580/Mountain House Overcrossing	\$ 141,810	\$ 36,377,000	0%		X			Environmental in Progress
73148	Bridge Widening Over Delta Mendota Canal on Mountain House Parkway	\$ 16,707	\$ 101,205	17%	X				Under Design by Prologis
73149	Bridge Widening Over California Aqueduct on Mountain House Parkway	\$ 10,858	\$ 101,716	11%	X				EIR in Progress
73150	Bridge Widening Over Delta Mendota Canal on Old Schulte Road	\$ 25,786	\$ 101,716	25%	X				Under Design by Prologis
73161	Reconstruction - Corral Hollow Road from Linne to I-580	\$ 1,002,657	\$ 2,210,231	45%		X			Currently funded for the design phase, 30% completed.
73166	Street Patch & Overlay Program FY19	\$ 2,466,861	\$ 3,224,190	77%				X	Phase 1 and Phase 2 Construction Complete, needs to be accepted thru City Council
73168	Reconstruction 6th St, west of Tracy Blvd	\$ 250,692	\$ 400,000	63%		X			Project Advertised for Construction. Bid Opening Jan 12
73171	Sidewalk and Curb Ramp Project – West St & 6th St/West St & South St	\$ 28,603	\$ 250,000	11%		X			Plans are 85% complete; out for bid early second quarter FY22
73172	Cherry Blossom Ct Pedestrian	\$ 58,407	\$ 60,000	97%	X				Bids Received, Contract to be awarded
73173	Transportation Master Plan	\$ 486,279	\$ 700,000	69%		X			In Progress
73175	Tracy Boulevard Sidewalk	\$ 28,171	\$ 724,581	4%		X			CC to approve Right of Way acquisition 1-19, design in progress
73176	Street Patch & Overlay Program FY20	\$ 110,658	\$ 2,175,000	5%		X			Construction Contract Awarded
73177	ADA Accessibility Improvements	\$ 35,139	\$ 330,000	11%		X			PS&E are 95%; out for bid early second quarter FY22
73178	Overlay Program FY21	\$ 153,081	\$ 3,011,862	5%		X			Project at 35% Design
73179	Pavement Management System Update	\$ 2,826	\$ 50,000	6%	X				RFQ will be out in Sept/Oct
73180	Sidewalk, Curb, and Gutter Repair	\$ 13,392	\$ 250,000	5%		X			Design is expected to begin November 2020
73181	Asphalt Concrete Pedestrian Path Installation on Lammers Road	\$ -	\$ 80,581	0%					Project approved CC August 18, 2020 RESO 2020-152
73182	Street Patch FY21	\$ 25,722	\$ 700,000	4%		X			Construction Contract Awarded
73183	Pavement Rehabilitation Project FY21/22	\$ 67	\$ 2,548,445	0%					Field Work Started
73184	Slurry Seal FY21/22 Annual Pavement Rehabilitation	\$ 987	\$ 600,000	0%					Field Work Started

WASTEWATER IMPROVEMENTS PROJECT BUDGET UPDATE
FY2021-22 Q1

Project Number	Project Name	Expenses	Budget	% Budget Expended	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
74083	New Outfall Pipeline WW Treatment Plant- Larch Road & Holly Drive	\$ 29,211,679	\$ 39,900,000	73%			X		Estimated Completion Jun 2023
74084	WW Line Upgrades - East Side Sewer mains on Grant Line Rd	\$ 34,987	\$ 755,910	5%		X			4000 feet of 24" wastewater pipe in MacArthur, parallel to existing pipe, is required to address choke points and accommodate future development
74091	Wastewater Recycling, Phase I	\$ 23,583,973	\$ 24,000,000	98%				X	Construction has been completed, project awaiting close out w/DWR
74107	Wastewater Treatment Plant Expansion - Phase 2	\$ 3,736,855	\$ 31,000,000	12%		X			Design in progress
74128	Security Upgrades at WWTP	\$ 7,793	\$ 264,000	3%		X			Design in progress
74159	Wastewater Master Plan Update	\$ 499,146	\$ 781,200	64%	X				

NEW APPROPRIATIONS				
Project Number	CIP	Amount	Fund	Description
74162	Lincoln Avenue Sewer Connection	\$ 200,000	521 - Wastewater Operating	Connect the Lincoln Ave sanitary sewer to the Citywide collection system, remove underground holding tank at 11th and Lincoln.
74163	Lincoln Bvd Sewer Main & Lateral Replacement, from Linda Pl to Lowell	\$ 320,000	521 - Wastewater Operating	Replace 460 feet of 8" sanitary sewer and 11 lateral connections to residences.
74164	Primary Clarifier Effluent Pumping System	\$ 450,000	521 - Wastewater Operating	Replace existing dysfunctional Pumping System electronics, that sometimes do not restart after a power failure.
74165	Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	\$ 2,515,813	364 - TIMP Wastewater	Sewer Capacity Upgrade in Corral Hollow between Schulte & Field View
74165	Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	\$ 350,827	337-Ellis Area Wastewater	Sewer Capacity Upgrade in Corral Hollow between Schulte & Field View

WATER IMPROVEMENTS PROJECT BUDGET UPDATE
FY2021-22 Q1

Project Number	Project Name	Expenses	Budget	% Budget Expended	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
75130	SCADA Replacement	\$ 357,838	\$ 610,000	59%				X	
75153	Luis Manner Well Rehab	\$ 428,007	\$ 964,973	44%			X		In progress
75156	WTP UV Upgrade	\$ 141,022	\$ 400,000	35%		X			
75159	Water Master Plan Update	\$ 398,131	\$ 659,767	60%	X				
75160	Water Lines Lammers Rd	\$ 258,197	\$ 4,800,000	5%		X			PG&E Engineering review is stalled; UPRR Agreement has been reaching and is being router for approval; bidding is depended on PG&E review anda pproval.

NEW APPROPRIATIONS				
Project Number	CIP	Amount	Fund	Description
75161	HACH WIMS eSMR Report Auto Generator	\$ 120,000	513 - Water Capital	Upgrade HACH WIMS to be capable of automatically generating monthly and quarterly reports.
75162	Improvement of 4 existing Wells for Ammonia Capabilities	\$ 1,500,000	513 - Water Capital	To meet water demand four wells need to be equipped with Ammonia.
75130	SCADA Replacement	\$ 65,000	513 - Water Capital	Replace programmable logic control
75155	Up flow Clarifier Rehab	\$ 400,000	513 - Water Capital	Begin funding inspecition, planning and design for project.

DRAINAGE IMPROVEMENTS PROJECT BUDGET UPDATE
FY2021-22 Q1

Project Number	Project Name	Expenses	Budget	% Budget Expended	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
76059	South MacArthur, Ph 2-From Northern Boundary of Elissagaray Ranch to Connection at Eastside Channel	\$ 53,461	\$ 554,007	9.6%		X			
76066	Detention Basin 2B - Blue Zone, Zone 1 - South Central area	\$ 1,979,457	\$ 1,989,893	99.5%		X			
76086	Storm Drain Master Plan Update	\$ 690,231	\$ 664,550	103.9%	X				Pending City Review and completion of other infrastructure master plan updates.

NEW APPROPRIATIONS				
Project Number	CIP	Amount	Fund	Description
76086	Storm Drain Master Plan Update	\$ 63,250	391 - Program Management	Additional funding needed to finish update

**AIRPORT TRANSIT PROJECT BUDGET UPDATE
FY2021-22 Q1**

Project Number	Project Name	Expenses	Budget	% Budget Expensed	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
77560	Paratransit Bus Replacement	\$ 675,412	\$ 1,060,000	63.7%			X		Purchase approved by CC June 16, 2020
77561	Fixed Route Transit Bus Replacement	\$ -	\$ 2,300,000	0.0%			X		Purchase approved by CC August 18, 2020
77564	Transit Station Security Cameras	\$ 1,704	\$ 140,000	1.2%	X				
77582	Airport RDA Improvements	\$ 1,269,950	\$ 1,502,717	84.5%		X			Construction Contract Awarded by CC August 18, 2020
77583	Airport Layout Plan/Geospatial Info	\$ 155,976	\$ 241,200	64.7%	X				In Process
77584	Transit Station Rehab	\$ 89,275	\$ 1,100,000	8.1%	X				Preliminary Design in progress
77585	Tracer Bus Stop Improvements	\$ -	\$ 500,000	0.0%					Not yet started
77586	Transit Maintenance & Storage Yard (Land Acquisition)	\$ -	\$ 1,000,000	0.0%					Not yet started
77587	ITS Infrastructure Planning and Construction	\$ -	\$ 1,400,000	0.0%					NEW

NEW APPROPRIATIONS				
Project Number	Project Name	Amount	Fund	Description
77584	Transit Station Rehab	\$ 250,000	241 - TDA - Streets	Additional funding needed to finish project.

PARKS RECREATION IMPROVEMENTS PROJECT BUDGET UPDATE
FY2021-22 Q1

Project Number	Project Name	Expenses	Budget	% Budget Expensed	Planning	Design	Construction	Close out	Status Update and Timeline
ACTIVE PROJECTS									
78054	Aquatics Center	\$ 464,041	\$ 64,900,000	0.7%	X				Final conceptual plan is approved, working on phasing plan & design, funding & construction agreement, design will start soon
78149	Park Renovation - LMZ 17, Sullivan and Huck Parks	\$ 457,393	\$ 525,200	87%			X		Construction is wrapping up, at punch list stage
78170	Gretchen Tally Park Phase III	\$ 517,546	\$ 3,600,000	14%		X			Currently in design
78171	Bikeways Master Plan Update	\$ 94,409	\$ 100,000	94%	X				Ongoing
78173	Playground Replacements Alden & Yasui Parks	\$ 91,305	\$ 750,000	12%		X			Currently in design, going out to bid soon
78178	Multi-Generational Recreation Center	\$ 82,557	\$ 4,000,000	2%	X				Planning stage
78179	Parks Master Plan Update	\$ 316,533	\$ 426,000	74%	X				Ongoing, estimated Spring 2021 for CC adoption
78180	Nature Park	\$ 83,524	\$ 471,000	18%	X				Currently in planning phase, estimated Winter 20/21 fo CC adoption
78181	Lincoln Park Landscape Improvements	\$ 9,905	\$ 140,000	7%	X				In Progress
78182	American Legion Parking Lot	\$ 30,000	\$ 30,000	100%				X	Project Included in CIP 73166 Phase 2 - Parking lot work completed
78183	Bikeways Improvements	\$ 88,308	\$ 155,000	57%		X			Design Completed
78184	Hoyt Park - Per Capita Improvements	\$ 670	\$ 234,065	0%					
78185	Legacy Fields Phase 1E	\$ 279,233	\$ 17,150,000	2%					

RESOLUTION _____

AMENDING THE CITY'S OPERATING AND CAPITAL IMPROVEMENT PROJECTS (CIP)
BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022, AS PROPOSED, AND
AUTHORIZE THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL
ROSTER FOR FY2021-22

WHEREAS, The City Council, on May 18, 2021, adopted the FY 2021-22 Operating and Capital Budget for the City of Tracy, and

WHEREAS, Based upon a review of revenues and expenditures, the City Manager has prepared and proposed additional amendments to the FY 2021-22 budget, and

WHEREAS, Proposed amendments include re-appropriations from FY 2020-21 for items that were either underway, postponed, or otherwise delayed into FY 2021-22, and

WHEREAS, The City Council has considered information related to these matters, as presented at a public meeting of the City Council, including any supporting documents and reports by City staff, and any information provided during that public meeting, and

WHEREAS, The City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Amended Operating and Capital Improvement Projects (CIP) Budget for Fiscal Year 2021-22 as evidenced by the attached summary of FY2021-22 Revised General Fund Budget and authorize the Budget Officer to amend the City's Position Control Roster for Fiscal Year 2021-22.

* * * * *

The foregoing Resolution 2021_____ was passed and adopted by the Tracy City Council on the 7th day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

SUMMARY OF NEW BUDGET AUGMENTATIONS FOR FY 2021-22

Department	General Fund	Other Fund	One Time	On Going
City Manager's Office	\$ 27,000	\$ 461,000	\$ 72,000	\$ 416,000
Development Services	\$ 51,000	\$ 158,000	\$ 51,000	\$ 158,000
Fire		\$ 313,000	\$ 313,000	
Human Resources	\$ 93,000	\$ 1,215,000	\$ 93,000	\$ 1,215,000
Parks & Recreation	\$ 9,000	\$ 265,000	\$ 9,000	\$ 265,000
Police Department	\$ 1,339,000		\$ 324,000	\$ 1,015,000
Public Works	\$ 90,000	\$ 915,000	\$ 314,000	\$ 691,000
Utilities		\$ 400,000	\$ 400,000	
Total:	\$ 1,609,000	\$ 3,727,000	\$ 1,576,000	\$ 3,760,000

CIP	Amount	Fund
71112 – Temp Emergency Housing	\$3,000,000	252 - ARPA
71114 - PD Communications Tower	\$ 32,000	367 - TIMP Public Safety
72124 - Temporary TS at CH & Valpico Rd	\$ 275,000	245 - Gas Tax
74162 - Lincoln Avenue Sewer Connection	\$ 200,000	521 - Wastewater Operating
74163 - Lincoln Blvd. Sewer Main & Lateral Replacement, from Linda Pl to Lowell	\$ 320,000	521 - Wastewater Operating
74164 - Primary Clarifier Effluent Pumping System	\$ 450,000	521 - Wastewater Operating
74165 - Sewer Capacity Upgrade	\$ 2,600,000	364-TIMP Wastewater
74165 - Sewer Capacity Upgrade	\$ 400,000	337 - Ellis Area Wastewater
75130 - SCADA Replacement	\$ 65,000	513 -Water Capital
75155 - Up flow Clarifier Rehab	\$ 400,000	513 -Water Capital
75161 - HACH WIMS eSMR Report Auto Generator	\$ 120,000	513 -Water Capital
75162 - Well Improvements	\$ 1,500,000	513 -Water Capital
76086 - Storm Drain Master Plan Update	\$ 63,520	391 - Program Management
77584 - Transit Station rehab	\$ 150,000	241 - TDA - Streets

SUMMARY OF PRIOR YEAR CARRYOVERS

FUND NAME	CARRYOVER AMOUNT
GENERAL FUND	\$ 293,731
DEVELOPMENT SERVICES	1,014,041
GAS TAX	77,259
SPECIAL REVENUE	962,984
GENERAL FUND CAPITAL	2,319,821
CAPITAL	3,082,301
INTERNAL SERVICES	593,905
AIRPORT	104,088
TRANSIT	420,842
DRAINAGE	25,326
SOLID WASTE	524,736
WATER	921,400
WASTEWATER	12,171,074
GRAND TOTAL	\$ 22,511,508

AGENDA ITEM 1.K

REQUEST**APPROVE LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY FOR USE OF FIRE STATIONS, ADMINISTRATION FACILITY, SUPPORT SERVICES FACILITY, APPARATUS AND EQUIPMENT**EXECUTIVE SUMMARY

The City of Tracy and Tracy Rural Fire District are member agencies of the South San Joaquin County Fire Authority (SSJCFA). Section 4.2 of the South San Joaquin County Fire Authority Joint Powers Agreement requires that each member agency lease fire stations, apparatus, and associated equipment to SSJCFA.

The proposed lease agreement includes the lease of City owned fire stations, fire apparatus and associated equipment at no cost to the SSJCFA. The proposed lease agreement also includes the lease of the City owned fire administration facility and support services facility. Because the fire administration facility and the support services facility are utilized to support both member agencies, the lease agreement proposes the SSJCFA pay (annually) an amount equivalent to the City Internal Service Charge (ISC) for the use of the facilities.

DISCUSSION

In 1999, the City of Tracy and Tracy Rural Fire District formed a Joint Powers Authority to protect fire protection tax revenues that were lost through annexations and to improve efficiencies through the elimination of duplicative services. In 2018, the Joint Powers Agreement was reconstituted to change governance and to move toward a more autonomous agency. Section 4.2 of the new agreement required member agencies to lease fire stations, apparatus, and associated equipment to SSJCFA.

The SSJCFA and its predecessor agency (South County Fire Authority) have utilized City owned fire stations and apparatus since its inception in 1999. Because the fire stations and apparatus are owned by the City and the fire stations and apparatus primarily protect City jurisdictional areas, the use of City owned fire stations and apparatus have been provided to SSJCFA, free of charge, in consideration for the provision of fire protection services. The lease agreement proposes that the City continue to provide the following City owned fire station and apparatus to the SSJCFA free of charge in consideration of the provision of fire services.

Facility Name	Physical Address	APN	Land Size SQFT
Fire Station 91	1701 W. Eleventh Street	23217019	40,075
Fire Station 92	1035 E. Grant Line Road	21307082	45,714
Fire Station 96	1800 W. Grant Line Road	23202003	56,138
Fire Station 97	595 W. Central Avenue	24609001	8,719

Unit ID	Asset #	Year	Make	Model	License
Engine 90	2005	2000	Pierce	Dash	1057497
Engine 91	2411	2015	Spartan/HiTech	Metrostar	1476972
Engine 92	2634	2020	Pierce	Velocity	1607553
Engine 96	2334	2009	Spartan/HiTech	Gladiator	1317061
Engine 97	2412	2015	Spartan/HiTech	Metrostar	1476959
Engine 98	2091	2003	Pierce	Dash	1148997
Truck 91	2503	2017	Pierce	Velocity	1520430
WT 90	2180	2005	Pierce	Kenworth	1141891

The proposed lease agreement includes the lease of the City owned fire administration facility and support services facility. Because the fire administration facility and the support services facility are utilized to support both member agencies, the lease agreement proposes SSJCFA pay (annually) an amount equivalent to the City Internal Service Charge (ISC) for the use of the facilities. The City is in the process of completing a study that will revise the current ISC charge formula to better capture the true cost to maintain City facilities.

Facility Name	Physical Address	APN	Acres
Fire Administration	835 N. Central Avenue	23506701	0.27
	885 N. Central Avenue	23506702	0.22
Support Services Building	301 W. Grant Line Road	21450001	14.62*

**Includes square footage and acreage of El Pescadero Park, the lease only applies to the premises inclusive of the grounds and building of the support services facility.*

The proposed lease agreement also identifies responsibility and cost allocations for maintenance, utilities and repair of facilities and apparatus.

FISCAL IMPACT

The lease agreement reflects current practices and should result in no fiscal impact. Currently, SSJCFA pays the City \$50,000 annually for the use of the administration facility and the support services facility. The City is in the process of completing a study that will revise the current ISC charge formula to better capture the true cost to maintain City facilities.

STRATEGIC PLAN

This agenda item supports the following Council Strategic Priority, and specifically implements the following goal:

Goal 5: Partner with the South San Joaquin County Fire Authority to complete Phase 2 of the Personnel Transition Plan.

Objectives:

1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council.

2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.

RECOMMENDATION

Staff recommends the City Council approve the proposed lease agreement between the City of Tracy and the South San Joaquin County Fire Authority for use of fire stations, administration facility, support services facility, apparatus and equipment.

Prepared by: Randall Bradley, Fire Chief

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

Approved by: Bob Adams, Interim City Manager

Attachment A: Lease Agreement Between the City of Tracy and the South San Joaquin County Fire Authority for Fire Stations, Administration Facility, Support Services Facility, Fire Apparatus and Equipment

**LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH SAN JOAQUIN COUNTY
FIRE AUTHORITY FOR FIRE STATIONS, ADMINISTRATION FACILITY, SUPPORT SERVICES
FACILITY, FIRE APPARATUS and EQUIPMENT**

This Lease Agreement (“Agreement”) with an effective date of January 1, 2022, by and between the City of Tracy, a general law city (“City”), and the South San Joaquin County Fire Authority, a joint powers authority formed in accordance with Government Code Sections 6500 (“Authority”). City and Authority may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. On February 20, 2018, the City of Tracy and the Tracy Rural Fire Protection District, (collectively, the “Member Agencies”) entered into a Joint Powers Agreement establishing the Authority, and that agreement was subsequently amended by the Member Agencies on September 17, 2019 (“JPA Agreement”).
- B. The “Authority” is the Joint Powers Authority (“JPA”) authorized to provide fire protection, prevention, and emergency response services within its jurisdiction.
- C. City is a Member Agency participating in the JPA that comprises the Authority and receives fire services from the Authority.
- D. To perform its functions, Authority requires fire stations, an administrative facility, support services facility, fire apparatus and equipment.
- E. Section 4.2 of the JPA Agreement requires each Member Agency to lease all operational fire stations, fire apparatus and equipment to the Authority.
- F. As a member of JPA, City seeks to lease certain fire stations, administrative facility, support services facility, fire apparatus and equipment to the Authority for use in providing fire protection services within the Authority’s jurisdiction.

NOW, THEREFORE, in consideration of the provision of fire service and the recitals and the mutual promises contained herein, City and Authority agree as follows:

ARTICLE 1

**DESCRIPTION OF PREMISES (FIRE STATIONS, ADMINISTRATIVE FACILITY, SUPPORT SERVICES
FACILITY), FIRE APPARATUS AND EQUIPMENT**

1.1 Premises. Owner hereby leases to Authority, and Authority leases from Owner, the certain Fire Stations, Administration Facility, and Support Services Facility, and furnishings and that are within or attached to the facility on effective date, and the parcels upon which the facilities are located at the addresses shown in Exhibit A (“Premises”). The Premises are further

described in the Legal Description included in Exhibit A, which is incorporated fully by this reference.

1.2 Fire Apparatus and Equipment. City hereby leases to Authority, and Authority leases from City, the certain Fire Apparatus, and equipment that are within or attached to the Fire Apparatus identified in Exhibit B ("Fire Apparatus"). Fire Apparatus and associated equipment are further described in the Legal Description included in Exhibit B, which is incorporated fully by this reference.

1.3 Authorized Uses. Authority may, in its sole discretion, use all of the Fire Stations, Support Service Facilities, Fire Apparatus and equipment for any and all purposes reasonably related to and/or incidental to the provision of fire protection, fire prevention, and emergency response services, or other such legally-authorized activities within the scope of the Authority's activities, goals, or administration.

ARTICLE 2 TERM AND TERMINATION

2.1 Effective Date. This Agreement is effective January 1, 2022 ("Effective Date").

2.2 Term. The term of this Agreement shall be coterminous with the term of the Joint Powers Agreement, unless terminated earlier or extended consistent with the provisions of this Agreement.

2.3 Termination. This Agreement shall remain in effect until the earliest of the following:

- (a) The Agreement is Terminated by written mutual agreement by the Parties;
- (b) A Party materially defaults on the terms of the Agreement and fails to timely cure the default after being given written notice; or
- (c) City withdraws from the JPA comprising the Authority, consistent with the terms of the JPA Agreement between the participating agencies, as amended.

ARTICLE 3 RENT

3.1 Fire Stations. City hereby leases to Authority, and Authority leases from City, the Fire Stations identified in Exhibit A, at no rental cost to the Authority.

3.2 Administration Facility. City hereby leases to Authority, and Authority leases from City, the Administration Facility identified in Exhibit A, at a cost equivalent to the City's Internal Service Charge ("ISC") applied to like facilities owned by the City.

3.3 Support Services Facility. City hereby leases to Authority, and Authority leases from City, the Support Services Facility identified in Exhibit A, at a cost equivalent to the City's Internal Service Charge ("ISC") applied to like facilities owned by the City.

3.4 Fire Apparatus. City hereby leases to Authority, and Authority leases from City, the Fire Apparatus and associated firefighting tools and equipment identified in Exhibit B, at no rental cost to the Authority.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Maintenance and Repair of Premises (Fire Stations, Administration Facility and Support Services Facility).

- (a) Authority shall be responsible for following maintenance and ordinary repair:
 - (i) Repairs and maintenance of the landscaping and prompt removal of any accumulated trash debris on a regular basis;
 - (ii) Cleaning, inspection and disinfecting;
 - (iii) Maintenance and repair of SCBA air compressors and PPE extractors;
 - (iv) Cleaning and inspection of all paved areas;
 - (v) Cleaning and inspection of carpets and all other flooring;
 - (vi) Maintenance, repair and replacement of appliances that are not integrated into the facilities and;
 - (vii) Janitorial services, toilet room supplies, cleaning supplies for all "Fire Stations" and the "Support Services Facility" as identified in Exhibit A.
- (b) City shall be responsible for the following maintenance and repair reasonably required for the operation and use of the Premises:
 - (i) All facility capital improvements as approved by the City;
 - (ii) Repairs and maintenance of all plumbing and electrical components;
 - (iii) Repairs and maintenance of all fixtures, walls, floors, carpets, and ceilings;

- (iv) Repairs and maintenance of all windows and doors;
 - (v) Repairs and maintenance of any automatic fire extinguisher equipment;
 - (vi) Repairs and maintenance of all HVAC systems and components and;
 - (vii) Repairs and maintenance of roof, exterior, and structural parts of building.
 - (viii) Repair and maintenance of fencing, gates, and security systems and components;
 - (ix) Repair and maintenance of the paved areas;
 - (x) Janitorial services, toilet room supplies, cleaning supplies and elevator services for office and meeting room areas of the Administrative Facility as identified in Exhibit A;
 - (xi) Repair, maintenance and replacement of appliances that are integrated into the facilities.;
 - (xii) Pest control and;
 - (xiii) Maintenance of emergency generators.
- (c) Authority shall give City access to the station interiors for inspections, repairs and maintenance when requested by City.

3.2 Maintenance and Repair of Fire Apparatus and Equipment.

3.2.1 Authority shall be responsible for all regular maintenance and repair of all fire apparatus and associated equipment as identified in Exhibit B.

3.2.2 City shall be responsible for the cost of any single repair of fire apparatus identified in Exhibit B that exceeds \$5,000 (five thousand dollars).

ARTICLE 4 UTILITIES AND FUEL

4.1 Fire Station Utilities.

4.1.1 City shall be responsible for and shall pay for the following utilities; water, electricity, natural gas, propane gas and traditional hardwired phone lines, garbage, and alarm systems;

4.2.2 Authority shall be responsible for and shall pay for the following utilities; cable television and cable internet services.

4.2 Administration Facility Utilities. Authority shall be responsible for and shall pay for the following utilities; water, electricity, natural gas, traditional hardwired phone lines utilized by the Authority, cable television and cable internet services, garbage and security/safety monitoring systems;

4.3 Support Services Utilities. Authority shall be responsible for and shall pay for the following utilities; water, electricity, natural gas, traditional hardwired phone lines utilized by the Authority, cable television and cable internet services, garbage and security/safety monitoring systems;

ARTICLE 5 HAZARDOUS MATERIALS

Authority shall not release or dispose of any hazardous material on the Premises or the property of which the Premises are a part. However, Authority is permitted to make use of such hazardous materials that are required to be used on the normal course of Authority's operations provided that Authority complies with all applicable Laws related to the hazardous materials. Authority is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Authority.

ARTICLE 6 TAXES

Taxes on Authority's Property. Authority shall pay, before delinquency, any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed against Authority or the Authority's property situated within the Premises, which become due during the lease term as a result of the Authority's use of the Premises. Authority acknowledges and understands that the property and building may be exempt from property taxation, because the City is a public entity, but that a property tax on Authority's possessory interest, if any, in the Premises may be levied directly on the Authority.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnity Provided by Authority. Authority shall indemnify, defend, and hold harmless City, its elected and appointed officials, officers, employees, agents, contractors, and attorneys from and against liability, claims, demands, losses, damages, fines, charges, penalties,

administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the proportional extent directly or proximately resulting from Authority's use of the assets identified in Exhibits A and B pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, agents, or contractors. City shall promptly notify Authority of any claim, action or proceeding covered by this Section. Authority will in no event be liable for indirect, punitive, special, or consequential damages.

7.2 Indemnity Provided by City. City shall indemnify, defend, and hold harmless Authority, its elected and appointed officials, officers, employees, agents, contractors, and attorneys from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the proportional extent directly or proximately resulting from City's obligations undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Authority, its elected and appointed officials, officers, employees, agents, or contractors. Authority shall promptly notify Authority of any claim, action or proceeding covered by this Section. City will in no event be liable for indirect, punitive, special, or consequential damages.

ARTICLE 8 INSURANCE

8.1 Liability Insurance. Authority shall obtain and maintain during the duration of this Agreement at its sole cost and expense insurance, the insurance set forth in Exhibit C to this Lease.

8.2 Property Insurance. City shall obtain and maintain during the duration of this Agreement at its sole cost and expense property insurance for the Premises and Fire Apparatus, the terms and amounts of which shall be to the reasonable satisfaction of the Parties.

ARTICLE 9 DEFAULT

9.1 Default and Right to Cure. Should Authority default in the performance of any obligation to be performed under this Agreement, City shall give written notice of such default and Authority shall have thirty (30) days from the date that notice is received to cure and correct such default. In the event of any default which continues for 30 days after notice from City to Authority, or if Authority abandons the Premises prior to the expiration of the term provided for in this Lease, the City may at its option pursue the Default Remedies contained in this Lease.

9.2 Default Remedies. If a default shall occur and continue, then in addition to any other remedies available to City at law or in equity, City shall have the immediate option to terminate this Lease and bring suit against Authority and recover as an award in such suit the following:

(a) any amount necessary to compensate City for all the detriment proximately caused by Authority's failure to perform its obligations under this Lease; and

(b) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Mediation. Should any dispute arise out of this Lease, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

10.2 Nonassignability. Both parties recognize that this Lease cannot be transferred, assigned, or subleased by Authority without the prior written consent of City, which shall not be unreasonably withheld.

10.3 Authority's Obligations Upon Vacating Premises. Upon termination of this Lease, Authority shall: (a) give City copies of all keys or opening devices to the Premises; (b) vacate Premises and surrender it to City empty of all persons and personal property; (c) vacate all parking and storage spaces; (d) deliver Premises to City in its original condition; and (e) clean Premises. All improvements installed by Authority, with or without City's consent, become the property of City upon termination. City may nevertheless require Authority to remove any such improvement that did not exist at the time possession was made available to Authority.

10.4 Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Tracy
Attn: City Manager
333 Civic Center Plaza
Tracy, California 95376

Permittee: South San Joaquin County Fire Authority
Attn: Fire Chief
835 N. Center Avenue
Tracy, California 95376

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

10.5 Attorneys' Fees. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and court costs in an amount not to exceed \$5,000. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions, to enforce this Lease.

10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.

10.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.

10.8 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.9 Binding on Successors. This Lease shall be binding upon, and inure to the benefit of, the assignees and successors to the parties.

10.10 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without

regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the California Superior Court of San Joaquin County for actions brought in state court, and the United States District Court for the Northern District of California if brought in federal court.

10.11 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, attorneys' fees and waiver shall survive termination of this Agreement.

10.12 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.13 Exhibits. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.

10.14 Drafting. The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.

10.15 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

CITY OF TRACY

**SOUTH SAN JOAQUIN COUNTY FIRE
AUTHORITY**

By: _____
Mayor Nancy Young

By: _____
Fire Chief Randall Bradley

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Authority Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Interim City Attorney

By: _____
Authority Counsel

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

Attached are, names, addresses and Assessor Parcel Numbers (APN's) indicating the location of the Premises covered by this Agreement.

Facility Name	Physical Address	APN	Land Size SQFT	Acres
Fire Station 91	1701 W. Eleventh Street	23217019	40,075	0.92
Fire Station 92	1035 E. Grant Line Road	21307082	45,714	1.05
Fire Station 96	1800 W. Grant Line Road	23202003	56,138	1.29
Fire Station 97	595 W. Central Avenue	24609001	8,719	0.20
Fire Administration	835 N. Central Avenue	23506701	11,761	0.27
	885 N. Central Avenue	23506702	9,583	0.22
Support Services Building	301 W. Grant Line Road	21450001	636,847*	14.62*

**Includes square footage and acreage of El Pescadero Park, the lease only applies to the premises inclusive of the grounds and building of the support services facility.*

EXHIBIT B

DESCRIPTION OF LEASED FIRE APPARATUS AND EQUIPMENT

Attached are unit Identifiers, City asset numbers, year of manufacture, make, model, Vehicle Identification Numbers (VINs), and the license plate number of fire apparatus covered by this agreement. The lease agreement includes all tools and equipment assigned to each fire apparatus.

Unit ID	Asset #	Year	Make	Model	VIN	License
Engine 90	2005	2000	Pierce	Dash	4P1CT02X9YA002894	1057497
Engine 91	2411	2015	Spartan/HiTech	Metrostar	4S7CT2D93EC078916	1476972
Engine 92	2634	2020	Pierce	Velocity	4P1BAAGFMA022706	1607553
Engine 96	2334	2009	Spartan/HiTech	Gladiator	4S7AU2D949C070611	1317061
Engine 97	2412	2015	Spartan/HiTech	Metrostar	4S7CT2D93EC078917	1476959
Engine 98	2091	2003	Pierce	Dash	4P1CT02S83A002894	1148997
Truck 91	2503	2017	Pierce	Velocity	4P1BCAGF0JA018145	1520430
WT 90	2180	2005	Pierce	Kenworth	3BKDLB0XX6F138324	1141891

EXHIBIT C

INSURANCE REQUIREMENTS FOR AUTHORITY

Authority shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Authority's operation and use of the leased premises. The cost of such insurance shall be borne by the Authority.

A. Commercial General Liability

- a. Authority shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Authority's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Authority shall not affect coverage provided the City.
- c. Coverage shall state that Authority insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

B. Business Automobile Liability

- a. Authority shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

- a. Authority shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Authority shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

D. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Authority shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Authority must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Authority.

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RESOLUTION _____

APPROVING LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND THE
SOUTH SAN JOAQUIN FIRE AUTHORITY FOR USE OF FIRE STATIONS,
ADMINISTRATION FACILITY, SUPPORT SERVICES FACILITY, APPARATUS AND
EQUIPMENT

WHEREAS, the City of Tracy and the Tracy Rural Fire Protection District are member agencies of the South San Joaquin County Fire Authority (SSJCFA), and

WHEREAS, Section 4.2 of the SSJCFA joint powers agreement requires that each member agency lease fire stations, apparatus, and associated equipment to SSJCFA, and

WHEREAS, the lease agreement includes the leasing of City owned fire stations, fire apparatus, and associated equipment at no cost to the SSJCFA, and

WHEREAS, the lease agreement also includes the leasing of the City owned Fire Administration facility and the Support Services facility utilized to support all member agencies of the SSJCFA, and

WHEREAS, the lease agreement includes a provision for the SSJCFA to pay an annual amount equivalent to the City Internal Service Charge (ISC) for the use of the Fire Administration and Support Services facilities;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the lease agreement between the City of Tracy and the South San Joaquin County Fire Authority for use of fire stations, Administration facility, Support Services facility, apparatus, and equipment.

The foregoing Resolution 2021- was adopted by the Tracy City Council on the 7th day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.L

REQUEST

APPROVE PROFESSIONAL SERVICE AGREEMENTS TO PROVIDE PAYROLL AND HUMAN RESOURCES SERVICES TO THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

EXECUTIVE SUMMARY

The City of Tracy and the Tracy Rural Fire Protection District are member agencies of the South San Joaquin County Fire Authority (SSJCFA). As intended in the Joint Powers Agreement of the SSJCFA, the member agencies agreed to transition personnel from the employ of the City to the employ of the SSJCFA effective January 2022. As the pending employer of record, the SSJCFA desires to contract with the City of Tracy to provide payroll and human resources services.

DISCUSSION

In February of 2018, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a new joint powers agreement (JPA) for fire protection services, thereby creating the South San Joaquin County Fire Authority (SSJCFA). On August 17, 2021, the Tracy City Council and the Tracy Rural Fire Protection District passed resolutions to approve the Employee Transition Plan with an effective date of January 2, 2022. Contained within the JPA agreement is a statement on the intention of the member agencies to move toward having the SSJCFA “employ its own personnel to provide any or all of the services the Authority elects to provide.” Based upon direction from the SSJCFA Board of Directors, SSJCFA staff developed a comprehensive employee transition plan to move employees from the City of Tracy to SSJCFA.

As the SSJCFA transitions to become the employer of record, the organization is required to provide both payroll and human resources services for its employees. As an employer, the SSJCFA has the option to provide the services with Authority staff or contract with an outside vendor to provide said services. The SSJCFA desires to contract with the City of Tracy to provide payroll and human resources services.

The SSJCFA desires to use the experience of the City's Finance and Human Resources (HR) staff to ensure a smooth transition which results in minimal impacts to transitioning personnel. Entering into Professional Service Agreements (PSAs) allows for a defined scope of services that clearly identify expected performance measures of both parties. Since the City is providing the service, the City is listed as “Contractor” within each agreement.

Payroll Services

Staff from both the City and SSJCFA have held several meetings to detail the scope of services for payroll. The scope of services for payroll includes processing bi-weekly payroll for the SSJCFA on the same schedule as the City, providing required reporting, and all associated payroll functions. The detailed scope of services is listed in “Exhibit A”

of the agreement. The expense for payroll the SSJCFA will be processed and expensed directly to SSJCFA accounts. The term of the Payroll agreement is ongoing with either party able to terminate the agreement by giving 180-days written notice.

Human Resources Services

The scope of HR Services provided to the SSJCFA are proposed to be similar to the services currently provided by the City (Exhibit A). The PSA proposes compensation as a fixed cost for general HR Services. Certain additional services would be provided as needed and billed or paid for directly by the SSJCFA. The term of the HR agreement is ongoing but must continue for a period of at least one year. After one year, either party may terminate the agreement by giving 180-days written notice.

FISCAL IMPACT

The SSJCFA would compensate the City for services rendered in accordance with “Exhibit B – Compensation” as defined in the HR Services agreement and in Section 3 “Compensation” in the Payroll Services agreement. For the Human Resources agreement, the SSJCFA will compensate the City in the amount of \$75,000 for general HR services. The SSJCFA will be billed separately or pay directly for additional services such as recruitment, pre-employment physicals, background checks, and legal services related to labor negotiations. The SSJCFA’s intermittent need for the aforementioned services will likely result in additional compensation to the City.

City Service Provided to SSJCFA	Annual Fee to City
Payroll	\$ 75,000
Human Resources	\$ 75,000

The revenues received by the City by virtue of these agreements are similar to the internal service charges previously charged to the SSJCFA.

STRATEGIC PLAN

This agenda item supports the following Council Strategic Priority, and specifically implements the following goal:

Goal 5: Partner with the South San Joaquin County Fire Authority to complete Phase 2 of the Personnel Transition Plan.

Objectives:

1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council.
2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.

RECOMMENDATION

Staff recommends the City Council approve the Professional Services Agreements to provide Payroll and Human Resources services to the South San Joaquin County Fire Authority.

Prepared by: David A. Bramell, Fire Division Chief

Reviewed by: Randall Bradley, Fire Chief
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

Attachments:

A - South San Joaquin County Fire Authority Professional Services Agreement with
City of Tracy for Human Resources Services

B - South San Joaquin County Fire Authority Professional Services Agreement with
City of Tracy for Payroll Services

**SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH CITY OF TRACY FOR HUMAN RESOURCES
SERVICES**

This Professional Services Agreement (**Agreement**) is entered into between the South San Joaquin County Fire Authority, a joint powers authority created by agreement (**Authority**), and the City of Tracy, a municipal corporation (**Consultant**). Authority and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** Authority desires to retain Consultant to perform human resources services; and
- B.** Authority requires Human Resources Services to assist in the management of personnel and Authority has determined that Consultant possesses the skills, experience, and certification required to provide the services; and
- C.** After negotiations between the Authority and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Kimberly Murdaugh, Human Resources Director. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without Authority's prior written consent. A failure to obtain the Authority's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the Authority in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. Authority shall grant or deny such requests at its sole discretion.
 - 2.1 Term.** The term of this Agreement shall begin on January 1, 2022 and continue for a period of at least one year. After one year, either party may terminate the agreement provided they provide 180 days' written notice in accordance with Section 6.
- 3. Compensation.** Authority shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$75,000. 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 total compensation amount provided in this section without the Authority's prior written approval. Effective July 1, 2023, this agreement may be annually increased each fiscal year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region.

3.2 Invoices. Consultant shall submit quarterly invoice(s) to the Authority that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the Authority's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the Authority rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the Authority terminating this Agreement.

6. Termination. Either party may terminate this Agreement after one year from the date of execution by giving 180 days' written notice. Upon termination, Consultant shall give the Authority all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The Authority shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the Authority and Consultant that cannot be settled after engaging in good faith negotiations, Authority and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to

nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any Authority official or employee. For breach of this warranty, Authority shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To Authority:

Randall Bradley
Fire Chief
835 N. Central Avenue
Tracy, CA 95376

With a copy to:
Authority Counsel
835 N. Central Avenue
Tracy, CA 95376

To Consultant:

Kimberly Murdaugh
Human Resources Director
333 Civic Center Plaza
Tracy, CA 95376

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

13. Miscellaneous.

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

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the Authority and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, Authority may take steps to have this Agreement declared voidable.

13.8 Business License. Before the Authority signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

South San Joaquin County Fire Authority Consultant

By: Randall Bradley
Title: Executive Director
Date: _____

By: Robert Adams
Title: City Manager
Date: _____
Federal Employer Tax ID No. _____

Attest:

Jackie Heefner, Authority Board Clerk

Approved as to form:

Tom Hallinan, Authority Counsel

Exhibits:

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

EXHIBIT A - Scope of Work

The Authority is interested in engaging in a professional services agreement with the City of Tracy (CONSULTANT) for human resources services beginning in January 1, 2022 and for a period of at least one year. Either party may terminate this Agreement after one year from the date of execution by giving 180 days' written notice in accordance with Section 6 of this agreement.

Both parties agree that this agreement for Human Resources services hereby supersedes and effectively severs any previous agreement(s) for personnel services or human resources services between the AUTHORITY and the CONSULTANT.

List of Representatives:

AUTHORIZED REPRESENTATIVE	ADDITIONAL STAFF
Kimberly Murdaugh, Human Resources Director	As designated by Authorized Representative

CONSULTANT will provide Human Resources services to the AUTHORITY, which may include one or all the following:

- Provide Classification and Compensation services as requested or needed including:
 - Drafting and updating individual job classification specifications
 - Making preliminary compensation recommendations for new job classes
 - Conducting research and preparing individual essential functions worksheets
 - Conducting comparative or analytical studies of job classifications and compensation periodically
- Perform Recruitment and Selection services including:
 - Conducting merit based, EEO compliant, non-executive and executive recruitments from initial conversations with the Authority regarding the classification and position through ranked eligibility list, as requested
 - Designing or facilitating the provision of selection processes, assessment centers, and instruments used in accordance with the EEOC's Uniform Guidelines for Employee Selection
- Perform Hiring and Onboarding activities including:
 - Preparing and delivering conditional and final offer letters
 - Scheduling and coordinating all post-offer, pre-employment exams
 - Assessing results in consultation with Fire Chief or designee
 - Conducting initial orientation training meeting using Authority policies and class information
 - Discussing orientation process with Authority incorporating any unique elements necessary for Authority branding or compliance

- Benefits Administration (open enrollment, employee/dependent changes, administration and coordination of services, ACA reporting)
- Employee Personnel Action Form Processing (review, entry and coordination of employee transactions in HRIS)
- Workers Compensation Processing & Case Management (manage case files, coordinate with TPA, internal and external counsel, coordinate settlement authority and negotiations of settlements, coordinate with Authority management staff, CalOSHA log and annual reporting)
- Perform Policy Development or Assessment including:
 - Making policy recommendations
 - Developing and updating Authority human resources administrative policies, personnel rules, and related procedures, forms, and templates, as needed
 - Develop an effective and complaint system of human resources management practices and personnel transactions
- Provide Disability and Leave Management services including:
 - Monitoring and managing medical and non-medical leaves of absence, returns-to-work, reasonable accommodation discussions, maintenance of case files, transitions from FMLA/CFRA to FEHA leave and medical information changes, coordination with Authority staff for Temporary Modified Duty assignments or reasonable accommodations, employee due process, and other illness/injury/disability issues, as needed, from initial injury through return to work or separation from employment
 - Ensure correct and timely communications to all parties and thorough documentation
- Arrange for and allow the participation of Authority staff in combined or City Training and Development events and develop and conduct managerial, supervisory, or employee training courses, as requested
- Perform, make recommendations for, and collaborate with Authority leadership in conducting effective Employee Relations including:
 - Answering questions of employees
 - Providing regular communication regarding pay, benefits, policy changes, training opportunities, and other areas of interest and employee engagement
 - Answering inquiries from employee for contracted areas of service
 - Conferring with Authority Fire Chief, Administration, and Divisions Chiefs on other matters
 - Referring employees to their supervisor or the Division Chief – Administration as indicated or directed
- Participate in or Conduct Labor Negotiations as requested including:
 - Working with the Fire Chief or designee to support or to conduct effective labor negotiations and relations, which may include participating in developing a defensible financial and management proposal strategy, drafting proposals and language for articles, costing out proposals and MOUs, participating in interest-

based negotiations, compiling records of the negotiation meetings, and providing official copies of negotiation and meet and confer records to the Authority

- Develop plans for and participate in the implementation of Human Resources policy rule, and program implementations including creating implementation plans and timelines, identifying roles and activities to be carried out and recommend responsible parties
- Maintain original signed documents and all necessary documentation for employee official personnel files including:
 - Confidential medical files
 - I-9 and DOT files
 - Other confidential files as appropriate.
 - Provide digital or paper copies of such to the Fire Chief upon request
- Be reasonably available to perform services during the normal work week
 - Provide emergency contact for pressing matters occurring after-hours or during the weekend
 - if deemed necessary, provide availability for a designated HR representative to physically hold office hours at Fire Administration at times and dates specified upon mutual agreement of HR Director and Fire Chief
- Meet as often as necessary for the purpose of consulting about the Authority's human resources needs and issues, and the scope of work performed

EXHIBIT B - Compensation

The AUTHORITY will compensate the CONSULTANT for all Human Resources services as requested and performed in an amount that covers the CONSULTANT's cost of providing the services including reimbursement for the actual cost of outside services providers, advertising, materials, and supplies. Services provided will not exceed, \$75,000 per year for the aforementioned services. In addition, if utilized, the following additional service costs will be billed to the Authority directly for actual costs incurred. These costs would be in addition to the agreed amount for general HR services as outlined in Exhibit A.

- Executive Recruitment
- Employee Relations Investigations
- Pre-Employment background process (including medical and psychological examinations)
- Biennial Fire Physicals
- Workers' Compensation Litigation
- Outside legal negotiations support

The CONSULTANT will invoice the AUTHORITY quarterly showing the hours worked, services provided, and costs incurred, providing receipts for outsourced services and an accounting of how fees are assessed for any software access services invoiced (such as NeoGov, MUNIS, or other administrative applications).

Effective July 1, 2023, this agreement may be annually increased each fiscal year by the lessor of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region.

ATTACHMENT B

**SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT WITH CITY OF TRACY FOR PAYROLL SERVICES**

This Professional Services Agreement (**Agreement**) is entered into between the South San Joaquin County Fire Authority, a joint powers authority created by agreement (**Authority**), and the City of Tracy, a municipal corporation (**Consultant**). Authority and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. Authority desires to retain Consultant to perform payroll services; and

B. Authority requires payroll services to appropriately compensate employees and Authority has determined that Consultant possesses the skills, experience and certification required to provide the services; and

C. After negotiations between the Authority and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Karin Schnaider, Finance Director. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A", nor shall Consultant use or replace any subcontractor or subconsultant, without Authority's prior written consent. A failure to obtain the Authority's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services in accordance with the dates and times set forth in Exhibit "A". Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the Authority in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. Authority shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on January 1, 2022 and continue until terminated by either party with 180 days' notice in accordance with Section 6.

3. Compensation. Authority shall pay Consultant a flat amount, billed quarterly in arrears. Any additional work requested that is not covered under this agreement shall be at the Consultant's fully-weighted labor rates at the time of the request.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$75,000. 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 total compensation amount provided in this section without the Authority's prior written approval. This agreement shall be reviewed after one-year as more data is collected and then annually thereafter.

3.2 Invoices. Consultant shall submit quarterly invoice(s) to the Authority.

3.2.1 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the Authority rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the Authority's receipt of invoice(s), Authority shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the Authority. Authority shall not withhold payment for any disputed amounts.

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the Authority terminating this Agreement.

6. Termination. Either party may terminate this Agreement by giving 180 days written notice. Upon termination, Consultant shall give the Authority all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The Authority shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the Authority and Consultant that cannot be settled after engaging in good faith negotiations, Authority and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

- 9. Independent Contractor Status.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not Authority's employee and Consultant shall have no authority, express or implied, to act on behalf of the Authority as an agent, or to bind the Authority to any obligation, unless the Authority provides prior written authorization. Consultant is free to work for other entities while under contract with the Authority. Consultant, and its agents or employees, are not entitled to Authority benefits.
- 10. Conflicts of Interest.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the Authority may terminate any contract (including this Agreement) involving Consultant's conflicting interest.
- 11. Rebates, Kickbacks, or Other Unlawful Consideration.** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any Authority official or employee. For breach of this warranty, Authority shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
- 12. 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 addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To Authority:

Randall Bradley
Fire Chief
835 N. Central Avenue
Tracy, CA 95376

With a copy to:
Authority Counsel
835 N. Central Avenue
Tracy, CA 95376

To Consultant:

Karin Schnaider
Finance Director
333 Civic Center Plaza
Tracy, CA 95376

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

13. Miscellaneous.

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

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the Authority and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, Authority may take steps to have this Agreement declared voidable.

13.8 Business License. Before the Authority signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This

Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

South San Joaquin County Fire Authority Consultant

By: Randall Bradley
Title: Executive Director
Date: _____

By: Robert Adams
Title: Interim City Manager
Date: _____

Federal Employer Tax ID No. _____

Federal Employer Tax ID No. _____

Attest:

Jackie Heefner, Board Clerk

Approved as to form:

Tom Hallinan, Authority Counsel

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)

EXHIBIT A - Scope of Work

CONSULTANT will perform the scope of work effective January 2, 2022.

1. All payments referenced below, including payment of salaries, benefits, deductions, taxes, CalPERS, EFT payments and so forth shall be drawn on funds of the AUTHORITY from a bank account of the AUTHORITY. In no event will the CONSULTANT be responsible for using CONSULTANT's funds for any payments set forth below.
2. CONSULTANT will assign/set-up and maintain new employee numbers, pay codes, bargaining unit codes, department codes, location codes, deduction codes, accrual tables, job class, and CalPERS appointments.
3. CONSULTANT shall receive electronic timesheets via Employee Self Service (ESS) in accordance with CONSULTANT's bi-weekly time card schedule, process time entries and audit for completeness.
4. CONSULTANT shall pay every employee by the Friday following the conclusion of each pay period.
5. CONSULTANT will process garnishments in accordance with court orders, changes to W-4, deferred compensation, and direct deposits.
6. CONSULTANT shall process payroll once every two weeks (bi-weekly) and provide electronic pay advices, and:
 - a. Once a year for Uniform Allowance - Fire Authority will provide roster by June 15
 - b. Twice a year for Holiday-in-lieu Payouts – Fire Authority will provide balances by June 15 and December 1.
7. CONSULTANT shall transmit ACH file to AUTHORITY'S bank for direct deposits into an individual's designated account(s) each pay period.
8. The CONSULTANT shall submit Positive Pay transmittal files to the AUTHORITY'S bank for actual paychecks.
9. CONSULTANT is responsible for paying all employees accurately and in accordance with the employee's pay rate and time reported on the ESS timesheet, with appropriate deductions. All payments shall be accordance with federal and state laws.
10. CONSULTANT is responsible for paying employees any applicable specialty pays in accordance with TFFA and SCFCOA Memorandum of Understanding (MOU) and any established AUTHORITY Compensation & Benefits Plan(s).
11. CONSULTANT shall have the capability to implement MOU changes in a timely and accurate manner.

12. CONSULTANT shall have the capability to process a manual or replacement check upon the request of the AUTHORITY.
13. CONSULTANT shall have the capability to issue stop payment and re-issue checks upon the request of the AUTHORITY. CONSULTANT shall have required permissions in order to process payroll.
14. CONSULTANT shall have a payroll employee on duty during normal business hours to deal with employee inquiries, changes, and other issues which need to be addressed in a timely manner. If no on-site person is proposed to be present, the CONSULTANT shall identify how it will address these issues. On duty shall be defined as being available via phone, email and/or virtually or in-person.
15. CONSULTANT shall NOT include the Social Security number of the employee on the Pay advice or Pay check.
16. CONSULTANT shall have back-up operations/plans in the event there is an interruption of services due to unforeseen circumstances (i.e., natural disasters) to ensure employees are paid.
17. CONSULTANT shall process accurate retroactive payments, out-of-class, overtime exceptions, final paychecks, and pay-offs based on appropriate provisions in a timely manner for either an individual or an entire employee group.
18. CONSULTANT shall define various earnings types including, but not limited to, regular earnings and additional pays, and show these on Pay advice as required by AUTHORITY, subject to constraints imposed by the CONSULTANT'S ERP system and within the normal confines of the CONSULTANT'S normal system setup.
19. CONSULTANT shall define deduction types for benefit premiums, tax withholdings, garnishments, deferred compensation and other deductions, and show these on Pay advice as required by AUTHORITY, subject to constraints imposed by the CONSULTANT'S ERP system and within the normal confines of the CONSULTANT'S normal system setup.
20. CONSULTANT shall have the capability to maintain different types of payroll accrual balances the AUTHORITY designates.
21. The AUTHORITY shall provide the authorized reporting hierarchy and CONSULTANT shall adhere to the reporting hierarchy of security assigned by the AUTHORITY.
22. CONSULTANT shall establish pay calendars that reflect the AUTHORITY'S payroll periods and pay dates. AUTHORITY shall provide FLSA calendar to CONSULTANT.
23. CONSULTANT shall reconcile and prepare Quarterly IRS 941 and State DE-9 reports. AUTHORITY will review and acknowledge completion of reports before filing by the CONSULTANT.
24. The CONSULTANT shall provide the expenses and liabilities incurred from a pay run to the AUTHORITY for entry into the AUTHORITY'S General Ledger application.

25. The CONSULTANT shall make a good faith effort to create a crosswalk between CONSULTANT'S account coding structure and AUTHORITY's account coding structure. The coding enables the AUTHORITY to track payroll and benefit costs in its financial system general ledger.
26. The CONSULTANT shall offer integrated Leave Management/Payroll capability through ESS or subsequent similar programs.
27. The CONSULTANT shall have the capability to summarize the payable time entries. Summarization consists primarily of totaling reported hours, units, or amounts at the pay code or activity code level.
28. CONSULTANT will verify the accuracy of employee pay against Personnel Action Form.
29. CONSULTANT shall prepare reports and EFT payments for CalPERS, Federal, and State taxes. AUTHORITY will be notified and a form of acknowledgement will be required by the CONSULTANT prior to submitting EFT payments.
30. CONSULTANT shall provide annual W-2 documents and prepare and file annual W-2 and 940 reports.
31. CONSULTANT shall provide AUTHORITY with deduction reports for all other vendors.
32. Except as provided above, AUTHORITY shall be responsible for all vendor payments.
33. CONSULTANT and AUTHORITY to work together to resolve any process or logistical issues to provide the most efficient process for both parties.
34. The table below illustrates responsibility between AUTHORITY and CONSULTANT and may change as a result of negotiation between parties as additional data is collected, and processes reviewed and analyzed. Additional responsibilities may be added as identified. This table is not meant to be all-inclusive.

Function	Consultant	Authority
Transmit Direct Deposit to Bank	X	
Transmit Positive Pay File to Bank	X	
Transmit Deferred Comp File to Vendor		X
Prepare salary reports to RMA	Prepare	Submit
Prepare quarterly reports on W/C	Prepare	Submit
Transmit files to vendors		X
Make tax deposits	X	
Transmit CalPERS files	X	
Submit CalPERS EFT payments	X	
Pay vendors		X
Prepare/file quarterly 941 & DE-9 reports	X	
Prepare/file annual 940 reports	X	
Prepare/file annual W-2's	X	
Prepare/file annual 1095's	HR Dept	

RESOLUTION _____

APPROVING PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE PAYROLL AND
HUMAN RESOURCES SERVICES TO THE SOUTH SAN JOAQUIN COUNTY FIRE
AUTHORITY

WHEREAS, the City of Tracy and the Tracy Rural Fire Protection District are member agencies of the South San Joaquin County Fire Authority (SSJCFA), and

WHEREAS, on August 17, 2021 the member agencies of the SSJCFA passed resolutions approving the Employee Transition Plan which will transition employees from the City of Tracy to the employ of the SSJCFA effective January 2, 2021, and

WHEREAS, as a new employer of record, the SSJCFA is required to provide both payroll and human resources services, and

WHEREAS, the SSJCFA desires to contract with the City of Tracy to provide both payroll and human resources services to the SSJCFA;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the Professional Services Agreements providing payroll and human resources services to the South San Joaquin County Fire Authority.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 7th day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.M

REQUEST

AUTHORIZE THE PURCHASE OF ONE NEW FIRE ENGINE FOR STATION 96 FROM PIERCE MANUFACTURING, INC. PURSUANT TO SECTION 2.20.220 OF THE TRACY MUNICIPAL CODE; APPROPRIATE \$801,774 FROM VEHICLE REPLACEMENT FUND 606 AND \$140,300 FROM THE EQUIPMENT REPLACEMENT FUND 605 FOR THE PURCHASES FROM FUND BALANCE FOR THE PURCHASE; AMEND RESOLUTION 2020-006 TO REFLECT THE PURCHASE OF APPARATUS FOR FIRE STATION 95 AND APPROPRIATE FUNDS FROM TRACY FIRE DEVELOPMENT IMPACT FEES

EXECUTIVE SUMMARY

The South San Joaquin Fire Authority (SSJCFA or "Fire Authority") is requesting the purchase of one new fire engine, at Station 96. The City has set aside funds over several years in the Vehicle Replacement Fund (ISC 605) and the Equipment Replacement Fund (ISC 606). A budget appropriation from fund balance is required to fund this purchase. In addition, this action will amend Resolution 2020-006 to reflect the purchase of a fire engine for Station 95, instead of Station 96; and appropriate funds from Tracy Fire Development Impact Fees for the purchase.

DISCUSSION

The City of Tracy, operating as a Member Agency under the South San Joaquin County Fire Authority Joint Powers Agreement, has identified the need to purchase one new fire engine to meet the population and call demands for the SSJCFA. Officers of the Authority are responsible for making recommendations to each Member Agency for the purchase of apparatus. The Fire Authority is requesting the purchase of one new fire engine at Station 96. Tracy Rural County Fire Protection District is currently purchasing a fire engine for one of their stations giving the City of Tracy the opportunity to join their purchasing agreement creating the opportunity for a volume discount.

To maximize firefighting capabilities and reduce risk of injury to firefighters and the public, it is important that fire apparatus be equipped with the latest safety features and operating capabilities. In recent years, significant progress has been made in the advancement of apparatus capabilities and improved safety features.

Pursuant to Tracy Municipal Code section 2.20.220, the City of Tracy joined the Houston-Galveston Area Council (HGAC) which provides access to their Cooperative Purchase Program. Use of the Program, in addition to increasing efficiency, allows buyers to choose a vendor based upon factors other than strictly cost. It allows Fleet Managers to purchase proven components based upon life cycle and service to the agency. It also allows the buyers to consider fleet consistency for both maintenance and operational considerations. Because HGAC competitively bids several manufactures of like products in specific categories, it allows for the best pricing while maintaining a choice of proven products for the buyers.

Other public entities within the state that have purchased apparatus through HGAC include Oakland, San Mateo, Chico, Foster City, Salinas, Contra Costa County, Santa Rosa and Fremont.

In addition, this action will amend Resolution 2020-006 to reflect the purchase of a fire engine for Station 95, instead of Station 96; and appropriate funds from Tracy Fire Development Impact Fees for the purchase.

STRATEGIC PLAN

This agenda item relates to Council's Public Safety Strategy, Goal 3; Objective 1. Enhance Citywide Emergency Preparedness to better respond to manmade and natural disasters.

FISCAL IMPACT

This purchase for the new fire engine for Station 96 was not included in the budget for FY 2021-2022 and will require budget authorization and appropriation from fund balance. A supplemental appropriation of \$801,774 from the Vehicle Replacement fund 606 and \$140,300 from the equipment replacement fund 605 is proposed. In addition, this action will amend Resolution 2020-006 to reflect the purchase of a fire engine for Station 95, instead of Station 96; and appropriate funds from Tracy Fire Development Impact Fees for the purchase. There are sufficient funds for these requests.

RECOMMENDATION

Staff recommends that the City Council authorize the purchase of one fire engine for Station 95 from Pierce Manufacturing, Inc. under a cooperative purchasing agreement pursuant to section 2.20.220 of the Tracy Municipal Code and appropriate \$801,774 from Vehicle Replacement Fund 606 and \$140,300 from the Equipment Replacement Fund 605 for the purchase of the engines and required equipment. In addition, this action will amend Resolution 2020-006 to reflect the purchase of a fire engine for Station 95, instead of Station 96, and appropriate funds from Tracy Fire Development Impact Fees for the purchase.

Prepared by: Mariann Stolte, Executive Assistant

Reviewed by: Randall Bradley, Fire Chief
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

ATTACHMENT A: Golden State Fire Apparatus Proposal



GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
South San Joaquin Fire Authority
Pierce Manufacturing, Inc.
Velocity 1500 GPM Pumper
HGAC FS12-19, Code FS19VC08
September 16, 2021

SALES CONSULTANT
Rich Myers
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
831.251.8931 Cell
rich@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com



FIRE APPARATUS

www.goldenstatefire.com



PROPOSAL PREPARED FOR:

South San Joaquin Fire Authority
835 N. Central Avenue
Tracy, CA 95376

Submitted Date:	September 16, 2021
Proposal Number:	40916-21
Expiration Date:	October 31, 2021
Sales Consultant:	Rich Myers

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the SOUTH SAN JOAQUIN FIRE AUTHORITY, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Inc. Velocity 1500 GPM Pumper	804,971.18
B	Discount for HGAC contract FS12-19, Product Code FS19VC08	(39,279.00)
C	Discount For 100% Pre-Payment at Time of Order	(25,033.79)
		SUBTOTAL
		740,658.39
		State Sales Tax @ 8.25%
		61,104.32
		California Tire Fee
		10.50
		GRAND TOTAL
		801,773.20



PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- 100% performance bond
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product

PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **415-475 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **TRACY, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

TERMS AND CONDITIONS

1. Payment Terms, 100% Pre-Payment at Time of Order – If applicable, Customer shall pay the Grand Total within fifteen (15) calendar days of date on invoice to GSFA. Proposed delivery timeframe for the Product shall not begin until full payment is received. If payment is late, a daily finance charge of \$250.00 may be added to the final invoice until such payment is received. If payment is not made, \$39,504.00 plus state sales tax shall be added to the final invoice and due GSFA at time of delivery. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If applicable, for any multiple unit purchase the Grand Total pricing is only valid if the quantity of Products being proposed are purchased at the same time, on the same Purchase Order (PO) or signed contract.

3. State Sales Tax – A sale occurs when the Customer takes title to or possession of an item (not when payment is received by GSFA). Consequently, this proposal is subject to the applicable state sales tax rate in effect when the Product is delivered to the Customer per the delivery terms. Customer is responsible for payment of any additional taxes required, likewise Customer is entitled to a refund if the tax rate is lowered!

4. Purchase Orders – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

5. Proposal Expiration – Unless accepted by the expiration date above, GSFA reserves the right to withdraw this proposal.

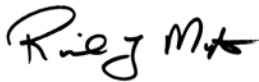
6. Cancellation/Termination – In the event this proposal is accepted and a signed Purchase Order (PO) or signed contract is issued and then cancelled or terminated by Customer before completion, GSFA may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 50% of the Purchase Price upon any material requisition. The cancellation fee shall increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. GSFA endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, the Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by GSFA upon sale of the Product to another purchaser, plus any costs incurred by GSFA to conduct any such sale.

7. Stock / Demo Units – If applicable, all stock/demo units are available for sale on an as is, first come and first served basis. The first Customer to issue a signed Purchase Order (PO) or signed contract shall obtain the Product!

8. Proposal Acceptance Statement – To ensure the above stated terms and conditions of this proposal and the specifications hereto attached are understood and adhered to, GSFA requires an authorized individual from the Customer to sign and date this proposal and include it with any Purchase Order (PO). Upon signing of this proposal, the stated terms and conditions of this proposal and the specifications hereto attached shall be considered binding and accepted by the Customer. No additional terms or conditions shall be binding upon GSFA unless agreed to in writing and signed by a duly authorized officer of GSFA. The terms and acceptance of this proposal shall be governed by the laws of the State of California.

Thank you for allowing Golden State Fire Apparatus, Inc. the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options please contact me.

Sincerely,



Rich Myers
Golden State Fire Apparatus, Inc.

I, _____, the authorized representative of SOUTH SAN JOAQUIN FIRE AUTHORITY, agree to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____ DATE: _____

RESOLUTION 2021-

AUTHORIZE THE PURCHASE OF ONE NEW FIRE ENGINE FOR STATION 96 FROM PIERCE MANUFACTURING, INC. PURSUANT TO SECTION 2.20.220 OF THE TRACY MUNICIPAL CODE; APPROPRIATE \$801,774 FROM VEHICLE REPLACEMENT FUND 606 AND \$140,300 FROM THE EQUIPMENT REPLACEMENT FUND 605 FOR THE PURCHASES FROM FUND BALANCE FOR THE PURCHASE; AMEND RESOLUTION 2020-006 TO REFLECT THE PURCHASE OF APPARATUS FOR FIRE STATION 95 AND APPROPRIATE FUNDS FROM TRACY FIRE DEVELOPMENT IMPACT FEES

WHEREAS, Staff is recommending the purchase of the fire engine outfitted with required equipment to meet national standards from Pierce Manufacturing, Inc.; and

WHEREAS, This purchase will create standardization of apparatus and provide an organized workspace for all necessary safety equipment, lending to standardized, more-efficient fire ground operations and emergency scene management; and

WHEREAS, The Fire Engine will be purchased under a cooperative purchasing agreement with Houston Galveston Area Council as authorized under Tracy Municipal Code section 2.20.220; and

WHEREAS, The City wishes to amend Resolution 2020-006 to reflect the purchase of a fire engine for Station 95 with Tracy Fire Development Impact Fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the purchase of one new fire engine for Station 96 outfitted with required emergency equipment, from Pierce Manufacturing, Inc., under a cooperative purchasing agreement through the Houston Galveston Area Council and appropriates \$801,774 from the Vehicle Replacement fund 606 and \$140,300 from the Equipment Replacement fund 605.

THEREFORE BE FURTHER RESOLVED that the City Council amend Resolution 2020-006 to reflect the purchase of a fire engine for Station 95, instead of Station 96; and appropriate funds from Tracy Fire Development Impact Fees for the purchase.

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 7th day of December 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.N

REQUEST

**ADOPTION OF A VALPICO ROAD PRECISE PLAN LINE FROM LAMMERS ROAD
TO CAGNEY WAY (ALIGNMENT)**

EXECUTIVE SUMMARY

This agenda item recommends the adoption of a Valpico Road Precise Plan Line from Lammers Road to Cagney Way. The Valpico Road Precise Plan Line will determine the alignment of the street, right-of-way widths and locations of street intersections. The requested action is to formally adopt the Valpico Road Precise Plan Line.

DISCUSSION

Valpico Road is identified in the Tracy Transportation Master Plan as a four-lane major arterial with raised median which is modified as a four lane major arterial with two way left turn lane in predetermined areas.

It is necessary to adopt the Precise Plan Line for Valpico Road for property owners and/or developers along the roadway to accurately assess the amount of land which they will be required to dedicate to the City or will be acquired by the City for the purpose of the future construction of the roadway pursuant to Section 7.04.120 of the Tracy Municipal Code.

Attachment A shows the proposed Precise Plan Line alignment for Valpico Road.

Pursuant to the provisions of the Tracy Municipal Code and other applicable laws, properties with frontages along and having access to Valpico Road will be subject to the requirement that upon development portions of such properties shall be dedicated to the City for the purpose of constructing Valpico Road.

Valpico Road is included in the roadways to be funded by the City-wide Roadway Impact Fees (program-funded projects) as identified in the Tracy Transportation Master Plan. The fronting property owners will be responsible for dedication of right-of-way and construction of frontage improvements not included in the program-funded portion of improvements.

Several existing residential parcels located on the north side of Valpico Road and east of Corral Hollow Road were recently annexed into the City with the Tracy Village (a.k.a. Tracy Lakes) project. The Developer of the Tracy Village project will be installing street frontage improvements along the north side of Valpico Road across from the frontage of these residential parcels as required by the Conditions of Approval for the Tracy Village project.

A public outreach meeting was held on August 26, 2021 to provide information and to obtain input from property owners within the vicinity of the proposed Valpico Road Precise Plan Line. No negative comments on the proposed roadway alignment were received.

City staff has reviewed the Valpico Road Precise Plan Line alignment and recommends adoption by the City Council.

FISCAL IMPACT

There will be no fiscal impact to the General Fund.

STRATEGIC PLAN

This agenda item is consistent with the City Council's Economic Development Strategy, to ensure the construction of physical infrastructure necessary for development.

RECOMMENDATION

That City Council adopt, by resolution the Valpico Road Precise Plan Line (Alignment) from Lammers Road to Cagney Way as depicted in Attachment A.

Prepared by: Nanda Gottiparthi, PE, SNG & Associates, Inc.

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
William Dean, Interim Director of Development Services
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

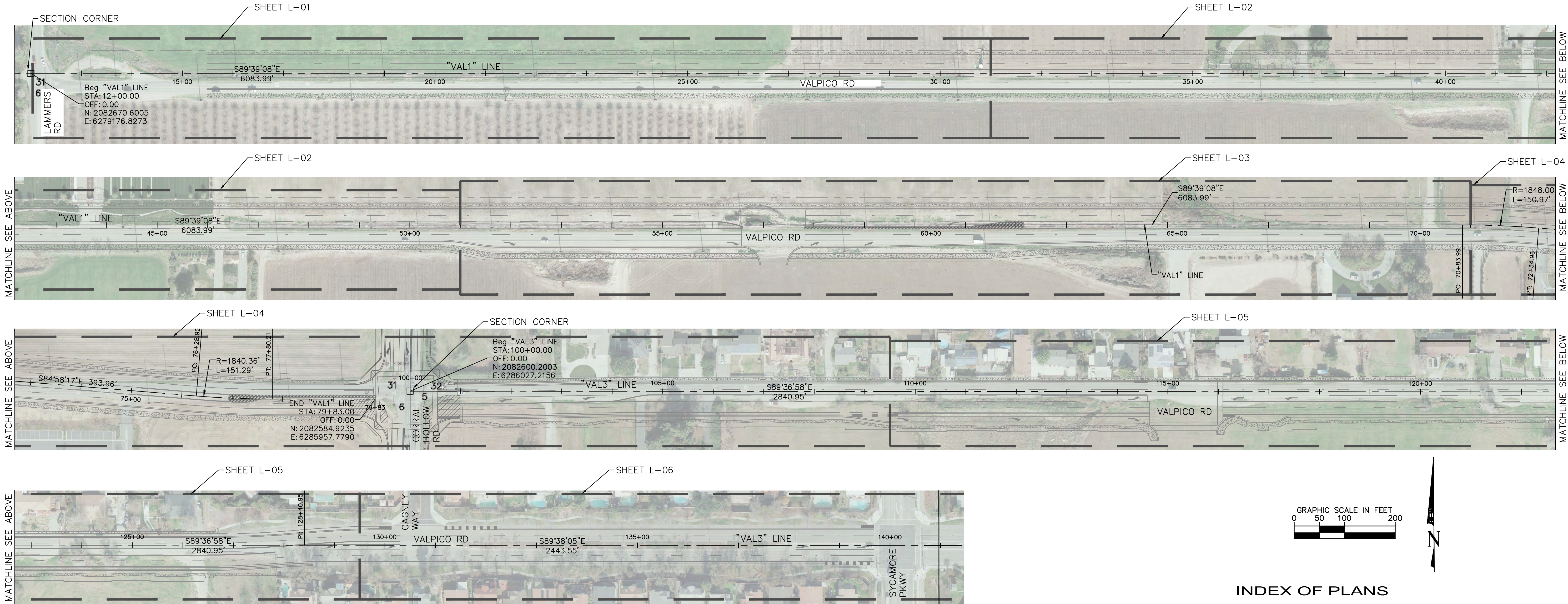
Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – Valpico Road Precise Plan Line

ATTACHMENT A

PRECISE PLAN ALIGNMENT
FOR
VALPICO ROAD
SAN JOAQUIN COUNTY
TRACY, CALIFORNIA



KEY MAP AND HORIZONTAL CONTROL

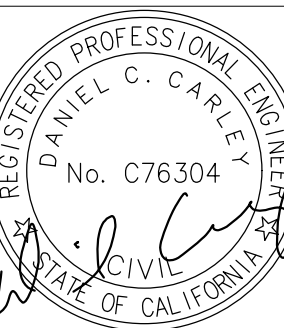
INDEX OF PLANS

SHEET No.	SHEET NAME	SHEET DESCRIPTION
01	CV-01	COVER SHEET
02	X-01	CROSS SECTIONS
03-08	L-01 TO L-06	LAYOUT PLANS

NOTES

- THIS PLAN LINE ALIGNMENT ESTABLISHES THE CENTER LINE OF ROAD ALIGNMENTS. R/W'S SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE IN FINAL DESIGN.
- ALIGNMENT AND RIGHT-OF-WAY LINES WERE DEVELOPED USING RECORD MAPS.
- TURN LANES AND MEDIANS SHOWN ARE CONCEPTUAL, SUBJECT TO CHANGE IN FINAL DESIGN. TRAFFIC STUDIES WILL BE REQUIRED PRIOR TO DEVELOPMENTS. ADDITIONAL R/W MAY BE REQUIRED BEYOND WHAT IS SHOWN ON THESE DRAWINGS.
- TEMPORARY CONSTRUCTION EASEMENTS WILL BE REQUIRED. OTHER UTILITY EASEMENTS MAY ALSO BE REQUIRED.

CITY OF TRACY



REVISIONS		APPROVED
SYMBOL	DATE	

DESIGNED BY:	DC
DRAWN BY:	AP
CHECKED BY:	FV/DC
SCALE:	AS SHOWN
DATE:	NOVEMBER 2021

COVER SHEET
VALPICO ROAD
PRECISE PLAN

SHEET
CV-01
01 OF 08

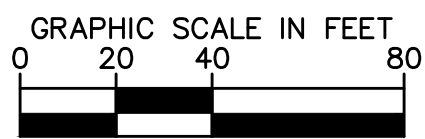


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1. RIGHT OF WAY SHOWN IS SUBJECT TO CHANGE AND IS SHOWN FOR REFERENCE ONLY. "FUTURE TMP ROW" HAS NOT BEEN ADOPTED AND IS SUBJECT TO CHANGE.
2. SEE SHEET X-01 FOR TYPICAL SECTIONS
3. PREFERRED SPACING FOR FULL ACCESS, SIGNALIZED INTERSECTIONS IS 1,150'.
4. LIMITED ACCESS DRIVEWAYS WILL BE APPROVED ON A CASE BY CASE BASIS. ACCESS RESTRICTIONS TO BE DETERMINED AT TIME OF CONSTRUCTION AND/OR DEVELOPMENT APPLICATION.
5. CITY OF TRACY SPHERE OF INFLUENCE (S.O.I.)
6. EXISTING TRAFFIC SIGNALS DENOTED BY SYMBOL:
7. EXISTING ELECTRIC TRANSMISSION POLES ALONG THE SOUTH SIDE OF VALPICO ROAD ARE TO REMAIN UNLESS OTHERWISE NOTED. EXISTING JOINT UTILITY POLES ALONG THE NORTH SIDE OF VALPICO ROAD ARE TO BE RELOCATED OR PLACED UNDERGROUND.
8. ALL EXISTING UTILITIES AND PRIVATE PROPERTY FEATURES IN CONFLICT WITH THE PROPOSED ROADWAY IMPROVEMENTS SHALL BE RELOCATED AS REQUIRED.
9. MEANDERING SIDEWALK MAY BE REQUIRED AND WILL BE DETERMINED AT A LATER DATE.

	CONCRETE SIDEWALK/CLASS I BIKEWAY
	MEDIAN (HARDSCAPE OR LANDSCAPE)
	EXIST ELECTRIC DISTRIBUTION/JOINT UTILITY POLE
	EXIST TRANSMISSION POLE



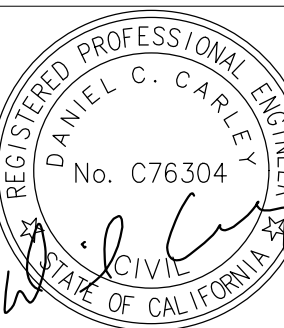
CITY OF TRACY

APPROVED PURSUANT TO CITY COUNCIL RESOLUTION NO. 2021-

ROBERT ARMIJO P.E. CITY ENGINEER



Think Inside the Triangle

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CHECKED BY: FV/DC	
SCALE: AS SHOWN	
DATE: NOVEMBER 2021	

LAYOUT PLANS
VALPICO ROAD
PRECISE PLAN

SHEET

L-01

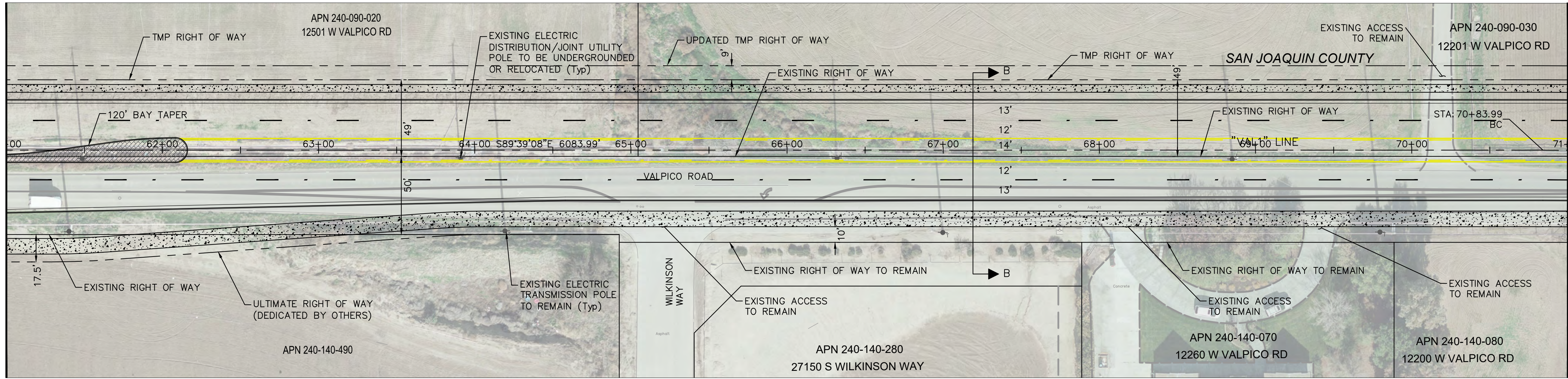
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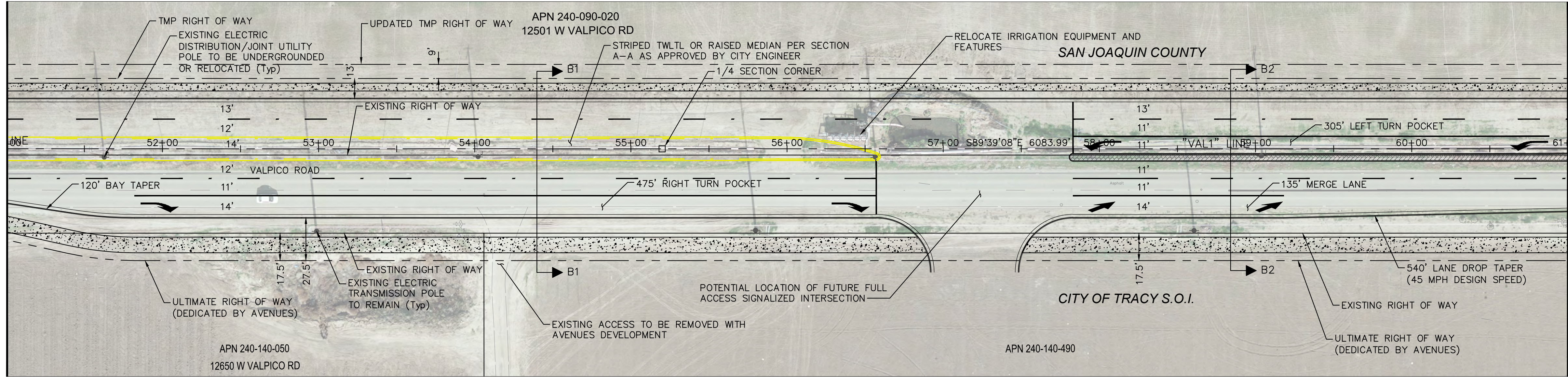
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MATCHLINE "VAL1" STA 61+00
SEE ABOVE



MATCHLINE VAL1" STA 71+00
SEE SHEET L-04

MATCHLINE "VAL1" STA 51+00
SEE SHEET L-02



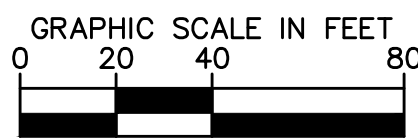
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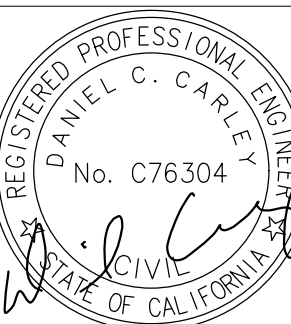
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5. CITY OF TRACY SPHERE OF INFLUENCE (S.O.I.)
6. EXISTING TRAFFIC SIGNALS DENOTED BY SYMBOL:
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8. ALL EXISTING UTILITIES AND PRIVATE PROPERTY FEATURES IN CONFLICT WITH THE PROPOSED ROADWAY IMPROVEMENTS SHALL BE RELOCATED AS REQUIRED.
9. MEANDERING SIDEWALK MAY BE REQUIRED AND WILL BE DETERMINED AT A LATER DATE.

LEGEND

- CONCRETE SIDEWALK/CLASS I BIKEWAY
- MEDIAN (HARDSCOPE OR LANDSCAPE)
- EXIST ELECTRIC DISTRIBUTION/JOINT UTILITY POLE
- EXIST TRANSMISSION POLE



CITY OF TRACY



Kimley»Horn
Engineering and Architecture, Inc.
Palo Alto, CA 94303
www.kimley-horn.com

SYMBOL	DATE	REVISIONS		APPROVED
		DESCRIPTION		

DESIGNED BY:	DC
DRAWN BY:	AP
CHECKED BY:	FV/DC
SCALE:	AS SHOWN
DATE:	NOVEMBER 2021

LAYOUT PLANS
VALPICO ROAD
PRECISE PLAN

SHEET

L-03

05 OF 08

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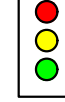
ROBERT ARMUJO P.E. CITY ENGINEER

DATE:

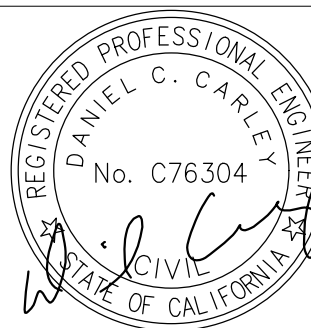
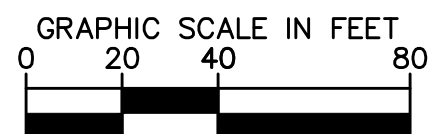


MATCHLINE "VAL3" STA 109+50
SEE SHEET L-04



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MATCHLINE "VAL3" STA 119+50
SEE ABOVE



Kimley»Horn
Kimley-Horn and Associates, Inc.
4837 Chapel Drive, STE. 300
Fresno, California 94308
Tel. No. (505) 398-4840
www.kimley-horn.com

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DRAWN BY:	AP
CHECKED BY:	FV/DC
SCALE:	AS SHOWN
DATE:	NOVEMBER 2011

LAYOUT PLANS
VALPICO ROAD
PRECISE PLAN

SHEET

L-05

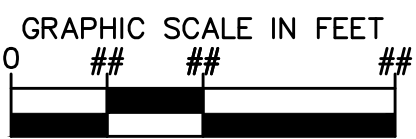
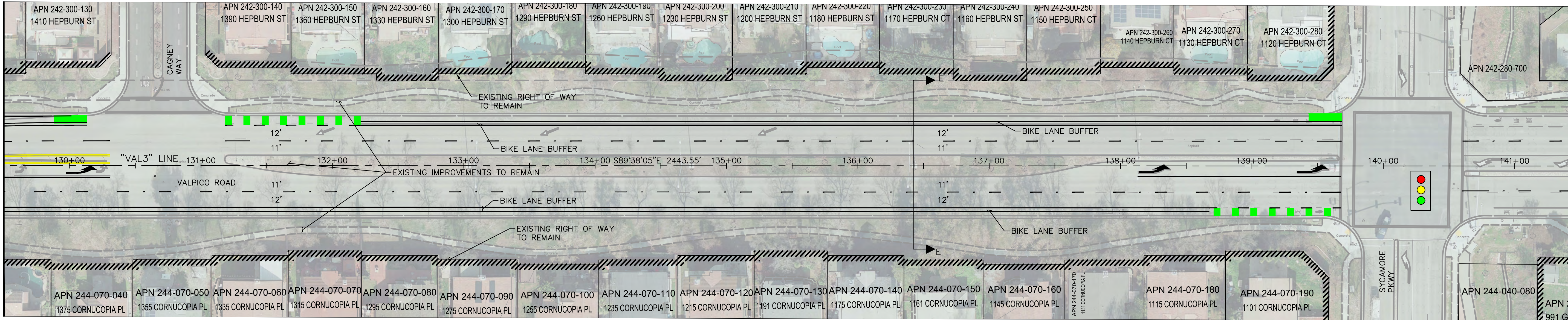
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NOTES

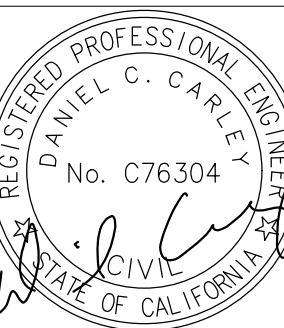
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CITY OF TRACY

APPROVED PURSUANT TO CITY COUNCIL RESOLUTION NO. 2021-

ROBERT ARMUJO P.E. CITY ENGINEER

DATE:



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Engineering and Associates, Inc.
14140 E. 14th Avenue, Suite 200
Denver, Colorado 80231
www.kimley-horn.com © 2021

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SYMBOL	DATE	DESCRIPTION

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LAYOUT PLANS
VALPICO ROAD
PRECISE PLAN

SHEET

L-06

08 OF 08

RESOLUTION 2021-_____

ADOPTING PRECISE PLAN LINE FOR VALPICO ROAD FROM LAMMERS ROAD TO
CAGNEY WAY (ALIGNMENT)

WHEREAS, The Valpico Road is identified in the Tracy Transportation Master Plan as a four-lane major arterial with raised median which is modified as four lane major arterial with two way left turn lane in predetermined areas, and

WHEREAS, It is necessary to adopt a Valpico Road Precise Plan Line alignment in order for property owners and/or developers along the roadway to accurately assess the amount of land which they will be required to dedicate to the City or will be acquired by the City for the purpose of the future construction of the roadway pursuant to Section 7.04.120 of the Tracy Municipal Code, and

WHEREAS, Properties with frontages along and having access to Valpico Road will be subject to the requirement that upon development portions of such properties shall be dedicated to the City for the purpose of constructing Valpico Road, and

WHEREAS, The Valpico Road is included in the roadways to be funded by the City-wide Roadway Impact Fees (program-funded projects) as identified in the Tracy Transportation Master Plan, and

WHEREAS, The property owners fronting Valpico Road will be responsible for dedication of right-of-way and construction of frontage improvements not included in the program-funded portion of improvements;

NOW, THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby adopts the Valpico Road Precise Plan Line from Lammers Road to Cagney Way.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 7th day of December 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.A

REQUEST

APPROVAL OF ACTIONS NECESSARY TO FORM COMMUNITY FACILITIES DISTRICT NO. 2021-2 (MAINTENANCE AND PUBLIC SERVICES) (CFD) AND A RELATED FUTURE ANNEXATION AREA: (1) CONDUCT A PUBLIC HEARING TO CONSIDER THE QUESTION OF ESTABLISHING THE CFD AND THE FUTURE ANNEXATION AREA; (2) ACCEPT THE COMMUNITY FACILITIES DISTRICT REPORT; (3) CONDUCT PROPERTY OWNER ELECTION; AND (4) INTRODUCE ORDINANCE ORDERING THE LEVY OF SPECIAL TAXES

EXECUTIVE SUMMARY

AG Essential Housing CA 1, L.P., a Delaware limited partnership ("AGEH") is the owner of certain land in the Tracy Hills Specific Plan area. Lennar Homes of California, Inc., a California corporation (the "Developer") has an option to acquire the land and intends to develop the land with 214 single-family detached homes and commercial uses (the "Project").

Council has approved development agreements and/or entitlement conditions for various development projects in the City that require the projects to provide funding for certain public services, including operation and maintenance of public landscaping, drainage facilities, streets and bridges, and public safety. One of the ways that developers can meet their funding obligation is participation in a community facilities district (a "CFD") established under the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act").

AGEH petitioned the City to form a CFD under the Mello-Roos Act in order to finance certain public services. The Project will also pay special taxes levied in Community Facilities District No. 2021-1 (Hillview) to finance the infrastructure required to develop the Project and certain other public services.

Establishing a future annexation area ("Future Annexation Area") for the CFD will allow other development projects to join the CFD to satisfy their obligation to fund public services.

On November 2, 2021, the City Council adopted a resolution declaring its intention to form the CFD and the Future Annexation Area.

Tonight's continuation of the formation process includes (1) a public hearing on establishing the CFD and the Future Annexation Area and levying special taxes in the CFD; (2) acceptance of a Community Facilities District Report; (3) a landowner election and related actions; and (4) introduction of the Ordinance Levying the Special Tax.

DISCUSSION

BRIEF PROJECT HISTORY

The land proposed to be included in the CFD is located in the Tracy Hills Specific Plan Area, east of Phase 1A and Corral Hollow Road, north of Interstate 580 (I-580) and south of the California Aqueduct.

The land is owned by AGEH. The Developer has an option to acquire the land and intends to develop the Project with 214 single-family detached homes and commercial uses.

On November 10, 2020, Council approved the Project and required the project to provide funding for (a) the maintenance of public landscaping, (b) the operation and maintenance of roadways, parks and retention basins and (c) public safety services.

The Developer has elected to participate in the CFD to meet its funding obligation.

CFD FORMATION PROCESS

November 2, 2021. On November 2, 2021 pursuant to the Mello-Roos Act 1982, Council adopted a resolution of intention in which it:

- Declared the intent to establish the CFD and a Future Annexation Area;
- Declared the intent to levy a Special Tax to pay for certain listed services;
- Set a Public Hearing date of December 7, 2021 to consider questions of establishing the CFD and a Future Annexation Area, and levying the special tax;
- Directed the preparation of a CFD Report.

Tonight's Meeting. Tonight, Council will be asked to do the following:

1. **Public Hearing.** Conduct a public hearing to consider questions of establishing the CFD and the Future Annexation Area, and levying the special tax on the Project and other areas that annex into the CFD.
2. **CFD Report.** Accept the CFD Report (**Attachment "A"**) which contains a brief description of the public services by type which will be "required to adequately meet the needs of the district" and the estimated cost (including estimated administrative costs) of providing those services.
3. **Resolution of Formation.** Following the public hearing, the City Council will be asked to consider and adopt a Resolution of Formation. Pursuant to this Resolution, the City Council will be asked to establish the CFD and the Future Annexation Area; approve the services that may be financed by the CFD; approve the rate and method of apportionment of special taxes ("RMA") and approve an appropriations limit for the CFD, subject to an approving (2/3) vote by the qualified electors in the CFD. Special taxes may only be levied on properties in the boundaries of the CFD; a parcel in the Future Annexation Area will be subject to special taxes only after its owner has

executed a Unanimous Approval in which it votes to annex the parcel into the CFD and agrees to pay the special taxes.

4. ***Election and Related Actions.*** Following the adoption of the resolution described in the previous paragraph, the City Council will consider the *Resolution Calling Special Landowner Election*, which will call an election for the CFD. Owners of property within the initial CFD boundary will be the qualified electors for the election.

Thereafter, the mayor will ask the City Clerk to open the ballots from the property owners and announce the results. If the results are in favor of the CFD formation, Council will then be asked to adopt a *Resolution Confirming Results of Election and Directing Recording of Notice of Special Tax Lien* and perform first reading of an *Ordinance Levying Special Tax within Community Facilities District No. 2021-2 (Maintenance and Public Services)* (“*Ordinance Levying Special Tax*”). As permitted by the Mello-Roos Act, the election may take place in this accelerated fashion because the property owner of parcels in the CFD waived otherwise applicable requirements of the Elections Code.

December 21, 2021. On December 21, 2021 Council will be asked to adopt the Ordinance Levying the Special Tax.

PROPOSED CFD 2021-2

The CFD will be authorized to finance each of the following services (“services” and “maintenance” shall have the meaning given those terms in the Mello-Roos Act) within the boundaries of, or in the vicinity of the boundaries of, the CFD:

1. Maintenance, operation, repair and replacement of publicly-owned landscaping within and around public arterial roadways and landscaped medians. “Public landscaping” includes but is not limited to the following: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, and channel-ways. “Public landscaping” does not include public streets, street lights or street sweeping.
2. Maintenance, operation, repair and replacement, and lighting of public parks and public open space areas.
3. Maintenance, operation, repair and replacement of public retention basins.
4. Police protection services.
5. Maintenance, operation, repair and replacement, and lighting services provided by the City’s Departments of Public Works, Utilities or Parks.
6. Maintenance, operation, repair and replacement, and lighting of roads, bridges and other infrastructure with a useful life of five years or longer for which the project is conditioned to fund services. For the avoidance of doubt, the costs of operating roads

and bridges include but are not limited to the electric utility costs of operating streetlights and traffic signals and the costs of street sweeping.

7. “Contingent Service Costs,” as that term is used in the RMA for the CFD, which will be paid with the Contingent Component (as defined in the RMA) upon the occurrence of a Trigger Event (as defined in the RMA). Contingent Service Costs consist of the costs of maintenance, operation, lighting, repair and replacement of the following public real property or improvements (for this purpose, “public” means publicly-owned or subject to a dedication or easement for any public purpose) that were formerly operated or maintained by a Homeowners Association or Property Owners Association (as those terms are defined in the RMA):

- Landscaping as described in paragraph #1 above
- Parks and open space areas
- Roads (including road signage)
- Drainage facilities
- Utility easements
- Clubhouse and Pool

The CFD will also finance the City’s administrative expenses related to the CFD.

Maximum Tax Components for Tax Zone 1 of CFD 2021-2 for Fiscal Year 2021-22

The RMA for the CFD identifies six components that collectively make up the maximum special tax for property in Tax Zone 1 of the CFD, which includes, at the time of CFD formation, only the Project. Parcels in the Future Annexation Area will annex into the CFD, either as part of Tax Zone 1 or as a separate tax zone, depending on the amount that needs to be collected for each services component.

Maximum Tax Components
Fiscal Year 2021-22*

<i>Special Tax Categories</i>	<i>Maximum Administration Component*</i>	<i>Maximum Arterial Landscape Maintenance Component*</i>	<i>Maximum Basin Maintenance Component*</i>	<i>Maximum Project-Specific Maintenance Component*</i>	<i>Maximum Public Safety and Public Works Component*</i>	<i>Maximum Contingent Component*</i>
Single Family Detached Property	\$10.94 per Residential Unit	\$11.22 per Residential Unit	\$83.48 per Residential Unit	\$316.42 per Residential Unit	\$69.66 per Residential Unit	\$65.66 per Residential Unit
Single Family Attached Property	\$10.94 per Residential Unit	\$11.22 per Residential Unit	\$83.48 per Residential Unit	\$316.42 per Residential Unit	\$69.66 per Residential Unit	\$65.66 per Residential Unit
Multi-Family Property	\$10.94 per Residential Unit	\$11.22 per Residential Unit	\$83.48 per Residential Unit	\$316.42 per Residential Unit	\$69.66 per Residential Unit	\$65.66 per Residential Unit
Non-Residential Property	\$108 per Acre	\$110 per Acre	\$825 per Acre	\$3,123 per Acre	\$0 per Acre	\$650 per Acre
Undeveloped Property	\$108 per Acre	\$110 per Acre	\$825 per Acre	\$3,123 per Acre	\$0 per Acre	\$650 per Acre

* On July 1, 2022 and on each July 1 thereafter, all figures shown above shall be increased by the lesser of (i) the increase from the prior fiscal year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers, or (ii) four percent (4%).

The Boundaries of CFD 2021-2

The proposed CFD will initially include only the Project. However, the City Council is also being asked to establish a Future Annexation Area for the proposed CFD which would allow streamlined annexation of other new developments into the CFD. The Future Annexation Area will include all property within the current City boundary and sphere-of-influence so as to enable any property with a condition of development to mitigate its service impacts by easily annexing into the CFD (if a CFD is the selected funding mechanism).

The Financing Team

The financing team for the CFD has been selected and used by the City in other CFD formations and administration and includes Jones Hall as CFD Counsel, and Goodwin Consulting Group as Special Tax Consultant and CFD Administrator.

Replacement of Services of CFD 2018-1 with CFD 2021-2 for all future Citywide CFDs.

On February 20, 2018, the City formed a CFD entitled City of Tracy Community Facilities District No. 2018-1 (Maintenance and Public Services) ("CFD 2018-1"). Although CFD 2018-1 initially included only the first phase of the Tracy Hills project, the City Council also established a citywide Future Annexation Area for CFD 2018-1 to accommodate streamlined annexation into CFD 2018-1 of the remainder of the Tracy Hills project and other new development projects that are required to provide funding for public services as a condition of development. Since 2018, the City has annexed eight development projects into CFD 2018-1.

During the initial stages of annexing the Project into CFD 2018-1 and the drafting of standard condition of approvals for services for residential developments, staff determined that the services that can be financed by CFD 2018-1 do not clearly include all of the services that the City intends new development to finance. Consequently, staff is recommending that the City Council establish the proposed CFD to expressly provide funding for a broader universe of services. More specifically, (i) the services that can be funded by the CFD more explicitly include **"maintenance, operation, repair and replacement"** of a broad range of improvements and (ii) the departmental services that can be financed include the services provided by the departments of **"Public Works, Utilities, and/or Park"**; and not just the Department of Public Works. Overall, the authorized services in the proposed CFD better reflect the City's original intent for funding public services. Going forward, the City will stop annexing developments into CFD 2018-1, and all future development projects will be annexed into the new CFD 2021-2 (for continuity, it will also be referred to as the "Citywide Services CFD"). The Hillview Project is the initial property in the proposed CFD, and all future residential development with five or more units that choose to meet their services funding obligation by participating in a CFD will be annexed into the proposed CFD, which is consistent with prior City Council direction for developments within the City. Formation of the proposed CFD will have no impact on the parcels in CFD 2018-1.

STRATEGIC PLAN

This action to form the CFD to finance Services for the Project and a Future Annexation Area is related to Council's Governance strategic plan, Goal 2: "Ensure continued fiscal sustainability through financial and budgetary stewardship."

FISCAL IMPACT

There is no cost to the General Fund associated with this request. CFD legal counsel and Tax Consultant/CFD Administrator expenses will be paid through an existing Cost Recovery Agreement with the developer.

RECOMMENDATION

That Council:

1. Conduct a Public Hearing
2. At the close of the Public Hearings, consider and adopt the:
 - a. **“Resolution of Formation of Community Facilities District,”** which will form CFD 2021-2 and the Future Annexation Area;
 - b. **“Resolution Calling Special Landowner Election for Community Facilities District,”** which will call for the property owner vote to approve the special tax and the appropriations limit for the CFD.
3. Upon the City Clerk and Mayor’s announcement of the election results, perform the following actions:
 - a. Consider and adopt **“Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien.”**
 - b. Consider and introduce Ordinance entitled **“An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within Community Facilities District No. 2021-2 (Maintenance and Public Services).”**

Prepared by: Karin Schnaider, Finance Director
Susan Goodwin, Goodwin Consulting Group
Chris Lynch, Jones Hall

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, City Manager

ATTACHMENTS

A: Community Facilities District Report

**City of Tracy
Community Facilities District No. 2021-2
(Maintenance and Public Services)**

COMMUNITY FACILITIES DISTRICT REPORT

CONTENTS

Introduction

- A. Description of Services
- B. Proposed Boundaries of the Community Facilities District
- C. Cost Estimate

* * * * *

EXHIBIT A - Description of the Proposed Services

EXHIBIT B - Boundary Map

EXHIBIT C - Cost Estimate

City of Tracy
Community Facilities District No. 2021-2
(Maintenance and Public Services)

INTRODUCTION

On November 2, 2021, the Tracy City Council adopted a "Resolution of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), stating its intention to form the City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, Sections 53311 et. seq., California Government Code (the "Act") to finance certain services (the "Services") by levying special taxes (the "Special Taxes") in the area of the CFD.

In the Resolution of Intention, the Council expressly ordered the preparation of a written report (the "Report"), for the CFD containing the following:

1. A description of the Services by type which will be required to adequately meet the needs of the CFD; and
2. An estimate of the fair and reasonable cost of the Services included therewith.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the Council.

NOW, THEREFORE, the undersigned does hereby submit the following data:

A. DESCRIPTION OF SERVICES. A general description of the proposed services is set forth in Exhibit "A" attached hereto and hereby made a part hereof.

B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the map of the CFD on file with the City Clerk, to which reference is hereby made.

The City Council also declared in the Resolution of Intention its intent to form a future annexation area (the "Future Annexation Area") for the CFD. Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed. The proposed boundaries of the Future Annexation Area are also described on the map of the CFD on file with the City Clerk, to which reference is hereby made.

C. COST ESTIMATE. The cost estimate for the Services for the CFD is set forth in Exhibit "B" attached hereto and hereby made a part hereof.

Dated as of December 1, 2021

For and on behalf of the Finance Director of
the City of Tracy

By: _____

EXHIBIT A

CITY OF TRACY Community Facilities District No. 2021-2 (Maintenance and Public Services)

DESCRIPTION OF SERVICES

Special taxes (the "Services Special Tax") levied in the captioned Community Facilities District (the "CFD") shall be used to finance each of the following services ("services" and "maintenance" shall have the meaning given those terms in the Mello-Roos Community Facilities Act of 1982, as amended) within the boundaries of, or in the vicinity of the boundaries of, the CFD:

1. Maintenance, operation, repair and replacement of publicly-owned landscaping within and around public arterial roadways and landscaped medians. "Public landscaping" includes but is not limited to the following: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, and channel-ways. "Public landscaping" does not include public streets, street lights or street sweeping.
2. Maintenance, operation, repair and replacement, and lighting of public parks and public open space areas
3. Maintenance, operation, repair and replacement of public retention basins
4. Police protection services.
5. Maintenance, operation, repair and replacement, and lighting services provided by the City's Departments of Public Works, Utilities or Parks.
6. Maintenance, operation, repair and replacement, and lighting of roads, bridges and other infrastructure with a useful life of five years or longer for which the project is conditioned to fund services. For the avoidance of doubt, the costs of operating roads and bridges include but are not limited to the electric utility costs of operating streetlights and traffic signals and the costs of street sweeping.
7. "Contingent Service Costs," as that term is used in the Rate and Method of Apportionment of Special Tax (the "RMA") for the captioned Community Facilities District, which will be paid with the Contingent Component (as defined in the RMA) upon the occurrence of a Trigger Event (as defined in the RMA). Contingent Service Costs consist of the costs of maintenance, operation, lighting, repair and replacement of the following public real property or improvements (for this purpose, "public" means publicly-owned or subject to a dedication or easement for any public purpose) that were formerly operated or maintained by a Homeowners Association or Property Owners Association (as those terms are defined in the RMA):
 - Landscaping as described in paragraph #1 above
 - Parks and open space areas
 - Roads (including road signage)

- Drainage facilities
- Utility easements
- Clubhouse and Pool

Administrative Expenses

The CFD will also finance administrative expenses in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and the RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

**City of Tracy
Community Facilities District No. 2021-2
(Maintenance and Public Services)**

BOUNDARY MAP

Reference is hereby made to the map on file in the office of the City Clerk for a description of the boundaries of the CFD.

EXHIBIT C

City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services)

Cost Estimate

FY 2021-22

<u>Cost Item</u>	<u>Annual Costs</u>
Annual Operation/Maintenance Costs	\$108,355
Contingency (10%)	8,582
Administration	<u>2,341</u>
Total Annual Costs	\$119,278

The above estimated costs reflect fiscal year 2021-22 costs for the Hillview development in the Tracy Hills Specific Plan area. In addition, the City expects the costs to increase in future years as a result of, among other things, inflation and the annexation of other parcels into the CFD.

RESOLUTION NO. 2021-XX

RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT

**CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(Maintenance and Public Services)**

RESOLVED by the City Council (the "Council") of the City of Tracy (the "City"), County of San Joaquin, State of California, that:

WHEREAS, this Council adopted a resolution entitled "Resolution of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), stating its intention to form (i) "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services)" (the "CFD") and (ii) "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) (Future Annexation Area)" (the "Future Annexation Area") pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and the Future Annexation Area and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area;

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, the services to be provided therein and the levy of such special tax were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the matters relating to the CFD and the Future Annexation Area;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special taxes;

WHEREAS, written protests have not been filed with the City Clerk against the proposed annexation of the Future Annexation Area to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the proposed boundaries of the

CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Future Annexation Area, (iii) owners of one-half or more of the area of land in the proposed CFD or (iv) owners of one-half or more of the area of land in the Future Annexation Area.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **No Majority Protest.** The proposed CFD, the proposed Future Annexation Area and the proposed special tax to be levied within the CFD have not been precluded by majority protest pursuant to section 53324 of the Act.
3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD and the Future Annexation Area and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. **Name of the CFD and the Future Annexation Area.** The community facilities district designated "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services)" of the City is hereby established pursuant to the Act. The future annexation area designated "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) (Future Annexation Area)" is hereby established pursuant to the Act.
5. **Boundaries of CFD.** The boundaries of the CFD and the Future Annexation Area, as set forth in the map of the CFD heretofore recorded in the San Joaquin County Recorder's Office on November 15, 2021, at 8:42 a.m., in Book 7 of Maps of Assessment and Community Facilities Districts at Page 041, as Document No. 2021-190105 are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD and the Future Annexation Area.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings. The Board of Supervisors hereby determines that any property for which the owner or owners execute a Unanimous Approval shall be added to the CFD and the Clerk of the Board shall record an amendment to the notice of special tax lien for the CFD pursuant to Section 3117.5 of the Streets & Highways Code. The Finance Director is hereby directed, from time to time in his or her discretion, to record a consolidated map of the CFD reflecting all prior modifications, amendments, and annexations pursuant to Section 3113.5 of the Streets & Highways Code.
6. **Description of Services.** The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit A hereto and by this reference incorporated herein (the "Services"). The City intends to provide the Services on an equal basis in the original territory of the CFD and, when it has been annexed to the CFD, the Future Annexation Area.

7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and hereby incorporated herein.

c. Territory in the Future Annexation Area will be annexed into the CFD and a special tax will be levied on such territory only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the CFD. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Future Annexation Area, is intended to be levied annually within the Future Annexation Area, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council. As required by Section 53339.3(d) of the Act, the Council hereby determines that the special tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any special tax levied to pay for the same Services in the existing CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the existing CFD. In so finding, the Council does not intend to limit its ability to levy a special tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD.

8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD and the Future Annexation Area as of the date hereof.

9. Responsible Official. The Finance Director of the City of Tracy, City Hall, 333 Civic Center Plaza, Tracy, CA 95376, telephone number (209) 831-6800, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

11. Appropriations Limit. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of

the CFD is hereby preliminarily established at \$20,000,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

12. Election. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

13. Reference to this Resolution. This resolution may be referred to as the Resolution of Formation in the proceedings for the CFD.

14. Effective Date. This resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 7th day of December, 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
CITY OF TRACY
Community Facilities District No. 2021-2
(Maintenance and Public Services)

DESCRIPTION OF SERVICES

Special taxes (the "Services Special Tax") levied in the captioned Community Facilities District (the "CFD") shall be used to finance each of the following services ("services" and "maintenance" shall have the meaning given those terms in the Mello-Roos Community Facilities Act of 1982, as amended) within the boundaries of, or in the vicinity of the boundaries of, the CFD:

1. Maintenance, operation, repair and replacement of publicly-owned landscaping within and around public arterial roadways and landscaped medians. "Public landscaping" includes but is not limited to the following: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, and channel-ways. "Public landscaping" does not include public streets, street lights or street sweeping.
2. Maintenance, operation, repair and replacement, and lighting of public parks and public open space areas
3. Maintenance, operation, repair and replacement of public retention basins
4. Police protection services.
5. Maintenance, operation, repair and replacement, and lighting services provided by the City's Departments of Public Works, Utilities or Parks.
6. Maintenance, operation, repair and replacement, and lighting of roads, bridges and other infrastructure with a useful life of five years or longer for which the project is conditioned to fund services. For the avoidance of doubt, the costs of operating roads and bridges include but are not limited to the electric utility costs of operating streetlights and traffic signals and the costs of street sweeping.
7. "Contingent Service Costs," as that term is used in the Rate and Method of Apportionment of Special Tax (the "RMA") for the captioned Community Facilities District, which will be paid with the Contingent Component (as defined in the RMA) upon the occurrence of a Trigger Event (as defined in the RMA). Contingent Service Costs consist of the costs of maintenance, operation, lighting, repair and replacement of the following public real property or improvements (for this purpose, "public" means publicly-owned or subject to a dedication or easement for any public purpose) that were formerly operated or maintained by a Homeowners Association or Property Owners Association (as those terms are defined in the RMA):
 - Landscaping as described in paragraph #1 above

- Parks and open space areas
- Roads (including road signage)
- Drainage facilities
- Utility easements
- Clubhouse and Pool

Administrative Expenses

The CFD will also finance administrative expenses in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and the RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

**CITY OF TRACY
Community Facilities District No. 2021-2
(Maintenance and Public Services)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(MAINTENANCE AND PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Acre” or “Acreage” means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

“Administration Component” means the component of the Maximum Special Tax that is designated to pay for Administrative Expenses.

“Administrative Expenses” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“Arterial Landscape Maintenance Component” means the component of the Maximum Special Tax that is designated to pay for Arterial Landscape Maintenance Costs.

“Arterial Landscape Maintenance Costs” means the cost of Authorized Services associated with the maintenance, operation, repair and replacement, and lighting of landscaped areas within and around public arterial roadways and landscaped medians.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on a County Assessor’s Parcel map with an assigned County Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Association Property” means, within a particular Tax Zone, any property that is owned in fee or by easement by a Homeowners Association or Property Owners Association that provides services within that Tax Zone, not including any such property that is located directly under a residential structure.

“Authorized Services” means the public services authorized to be funded, in whole or in part, by the CFD.

“Basin Maintenance Component” means the component of the Maximum Special Tax that is designated to pay for Basin Maintenance Costs.

“Basin Maintenance Costs” means the cost of Authorized Services associated with maintenance, operation, repair and replacement of storm drainage basin(s) that serve properties within the project.

“Building Permit” means a single permit or set of permits required to construct a residential or non-residential structure. If a permit is issued for a foundation, parking, landscaping or other related facility or amenity, but a building permit has not yet been issued for the structure served by these facilities or amenities, such permit shall not be considered a “Building Permit” for purposes of application of the Special Tax herein.

“CFD” means the City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Tracy.

“City Council” means the City Council of the City of Tracy.

“Contingent Component” means the component of the Maximum Special Tax for a Tax Zone that is designated to pay for Contingent Service Costs for that Tax Zone in any Fiscal Year after the Administrator determines that a Trigger Event for such Tax Zone has occurred. Property in a Tax Zone shall not be taxed for Trigger Events that occur in other Tax Zones.

“Contingent Service Costs” means, for a particular Tax Zone, costs that were funded by dues, charges, or fees that had been levied and collected by the Homeowners Association or Property

Owners Association formed for the property in such Tax Zone until a Trigger Event for such Tax Zone occurred.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued prior to June 30 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2021 to April 2022.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates lots that do not need to be further subdivided prior to issuance of a Building Permit for a residential structure. The term “Final Map” shall not include any Assessor’s Parcel map or subdivision map, or portion thereof, that does not create lots that are in their final configuration, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Homeowners Association” or **“HOA”** means, for a particular Tax Zone, the homeowners association that provides services to, and collects dues, fees, or charges from, property within such Tax Zone.

“Maximum Administration Component” means the greatest amount that can be levied on a Parcel in any Fiscal Year to pay for Administrative Expenses, as set forth in Section C below.

“Maximum Arterial Landscape Maintenance Component” means the greatest amount that can be levied on a Parcel in any Fiscal Year to pay for Arterial Landscape Maintenance Costs, as set forth in Section C below.

“Maximum Basin Maintenance Component” means the greatest amount that can be levied on a Parcel in any Fiscal Year to pay for Basin Maintenance Costs, as set forth in Section C below.

“Maximum Contingent Component” means, within a particular Tax Zone, the greatest amount of Contingent Component that can be levied on a Parcel in any Fiscal Year to pay for Contingent Service Costs after a Trigger Event in that Tax Zone, as set forth in Section C below.

“Maximum Project-Specific Maintenance Component” means the greatest amount that can be levied on a Parcel in any Fiscal Year to pay for Project-Specific Maintenance Costs, as set forth in Section C below.

“Maximum Public Safety and Public Works Component” means the greatest amount that can be levied on a Parcel in any Fiscal Year to pay for Public Safety and Public Works Costs, as set forth in Section C below.

“Maximum Special Tax” means, collectively for a Parcel, the Maximum Administration Component, Maximum Arterial Landscape Maintenance Component, Maximum Basin Maintenance Component, Maximum Contingent Component, Maximum Project-Specific Maintenance Component, and Maximum Public Safety and Public Works Component for such Parcel.

“Maximum Tax Component” means, for a Parcel, any one of the following components of the Maximum Special Tax for such Parcel: Administration Component, Arterial Landscape Maintenance Component, Basin Maintenance Component, Contingent Component, Project-Specific Maintenance Component, or Public Safety and Public Works Component.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit has been issued for construction of a residential structure with five or more Residential Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Project” means an entire development project that, at the time of annexation into the CFD, is expected to be exclusively Non-Residential Property, as determined by the City. Tax Zone 1 is not a Non-Residential Project.

“Non-Residential Property” means, in any Fiscal Year, any Parcel of Developed Property for which a Building Permit was issued for a building that is, or is expected to be, an office, commercial, retail, or industrial use and is not Rezoned Non-Residential Property.

“Non-Residential Public Safety and Public Works Budget” means, for a particular Non-Residential Project in any Fiscal Year, the City’s estimate of Public Safety and Public Works Costs that will be funded by the Public Safety and Public Works Component collected from Developed Property and Undeveloped Property (if needed) within that Non-Residential Project.

“Project-Specific Maintenance Component” means the component of the Maximum Special Tax that is designated to pay for Project-Specific Maintenance Costs.

“Project-Specific Maintenance Costs” means, for an individual development project, the cost of Authorized Services associated with maintenance, operation, repair and replacement, and lighting of landscaped medians, parks, and public open space areas for which the project is conditioned to fund services, as well as roads, bridges, and any other infrastructure with a useful life of five years or longer for which the project is conditioned to fund services. For the avoidance of doubt, the costs of operating roads and bridges include but are not limited to the electric utility costs of operating streetlights and traffic signals and the costs of street sweeping.

“Property Owners Association” or “POA” means, for a particular Tax Zone, the property owners association that provides services to, and collects dues, fees, or charges from, property within such Tax Zone.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Public Safety and Public Works Component” means, in any Fiscal Year, the component of the Maximum Special Tax that is designated to pay for Public Safety and Public Works Costs.

“Public Safety and Public Works Costs” means the cost of Authorized Services associated with police protection, and maintenance, operation, repair and replacement, and lighting services provided by the City’s Department of Public Works, Utilities, or Parks.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Residential Units and commercial land uses, the Residential Units within the building shall be categorized as Single Family Attached Property or Multi-Family Property, as applicable, and the acreage to be taxed as Non-Residential Property for purposes of this RMA shall be calculated by dividing the net leasable or net saleable square footage of non-residential uses within the building (as determined by the Administrator) by 43,560.

“Residential Public Safety and Public Works Budget” means, in any Fiscal Year, the City’s estimate of Public Safety and Public Works Costs that will be funded by the Public Safety and Public Works Component collected from Developed Property, not including Developed Property within Non-Residential Projects, in that Fiscal Year.

“Residential Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

“Rezoned Non-Residential Property” means, in any Fiscal Year, any Parcel of Developed Property that had previously been taxed as Residential Property and is subsequently rezoned for an office, commercial, retail, or industrial use.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit has been issued for construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit has been issued for construction of a Residential Unit that does not share a common wall with another Residential Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“Special Tax” means a special tax levied in any Fiscal Year to pay for Authorized Services.

“Special Tax Categories” means, for Tax Zone 1, Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Non-Residential Property, Rezoned Non-Residential Property, and Undeveloped Property. Different Special Tax Categories may be designated for other Tax Zones upon annexation of property into the CFD.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. ***All of the property within the CFD at CFD Formation is within Tax Zone 1.*** Additional Tax Zones may be created when property is annexed into the CFD, and separate Maximum Special Taxes and, if applicable, different Special Tax Categories, may be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation. Property annexed to an existing Tax Zone must be part of the same development project and share a common HOA or POA (if one exists).

“Tax Zone 1” means the property included in the CFD at CFD Formation and any property that is part of the same development project that is subsequently annexed into Tax Zone 1.

“Tax Zone Budget” means, in any Fiscal Year while there is still Undeveloped Property within a particular Tax Zone, the sum of the City’s estimate of the following items specific to that Tax Zone: (i) Administrative Expenses, (ii) Arterial Landscape Maintenance Costs, (iii) Project-Specific Maintenance Costs, (iv) Basin Maintenance Costs, and (v) if a Trigger Event has occurred in that Tax Zone, the Contingent Service Costs. The amounts included in the Tax Zone Budget for each Tax Zone in which there is still Undeveloped Property shall include a credit for any Special Taxes collected from such Tax Zone that were not needed or are not expected to be needed to pay for Authorized Services in such Tax Zone in the prior Fiscal Year. Because the Public Safety and Public Works Component does not apply to Undeveloped Property except for within Non-Residential Projects, a separate Residential Public Safety and Public Works Budget will be determined each Fiscal Year for the entire CFD, excluding any Non-Residential Projects, and the Public Safety and Public Works Component will be levied in equal amounts on all Residential Units in all Tax Zones. A separate Non-Residential Public Safety and Public Works Budget will be determined for each Non-Residential Project within the CFD. Once all Parcels within a particular Tax Zone are Developed Property, the City no longer needs to determine a Tax Zone Budget specific to that Tax Zone and will instead determine a cost to be paid by each Maximum Tax Component that is a combined cost for all Tax Zones within which there are no longer Parcels of Undeveloped Property.

“Trigger Event” means, determined separately for each Tax Zone, any of the following events: (i) the applicable Homeowners Association or Property Owners Association is no longer a functioning association; (ii) the levy and collection of dues, charges, fees, or other exactions levied by the applicable HOA or POA to pay maintenance costs are overturned by a vote of such HOA or POA

members, or such dues, charges, fees, or other exactions are no longer levied and collected by the applicable HOA or POA; or (iii) the City determines that services being managed by the applicable HOA or POA are no longer being provided at a satisfactory level.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not yet Developed Property.

B. DATA FOR ADMINISTRATION OF SPECIAL TAX

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property and Undeveloped Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property, Non-Residential Property, and Rezoned Non-Residential Property; (iii) by reference to the condominium plan, site plan, or other document, the number of Residential Units on each Parcel of Single Family Attached Property and Multi-Family Property; (iv) whether the Trigger Event has occurred for a particular Tax Zone; (v) the Residential Public Safety and Public Works Budget and any Non-Residential Public Safety and Public Works Budgets for the Fiscal Year, and (vi) for Tax Zones within which there are still Parcels of Undeveloped Property, the Tax Zone Budget for the Fiscal Year.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Tax for Residential Units, Non-Residential Property, and/or Rezoned Non-Residential Property within the subdivided area and levy such Special Tax on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

In any Fiscal Year, the Maximum Special Tax for a Parcel of Taxable Property in the CFD shall be the sum of the Maximum Administration Component, Maximum Arterial Landscape Maintenance Component, Maximum Basin Maintenance Component, Maximum Contingent Component, Maximum Project-Specific Maintenance Component, and Maximum Public Safety and Public Works Component. For Tax Zone 1, such amounts shall be determined by reference to Table 1 below. For property that annexes into the CFD, different maximum rates for each Maximum Tax Component and/or different Special Tax Categories may be established by creating a separate Tax Zone for such annexed property. Alternatively, property may be annexed into Tax Zone 1 or other

Tax Zone that was established prior to the annexation, and such property shall be subject to the Maximum Special Tax applicable to that Tax Zone.

For any Parcel of Rezoned Non-Residential Property in any Tax Zone, the Maximum Special Tax for such Parcel in the first Fiscal Year in which the Parcel is designated as Rezoned Non-Residential Property shall be equal to the Maximum Special Tax that would have applied to the Parcel in such Fiscal Year before it was rezoned to a non-residential use, as determined by the Administrator. Such Maximum Special Tax shall, on the following July 1 and each July 1 thereafter, be increased by the Escalation Factor.

TABLE 1
MAXIMUM TAX COMPONENTS FOR TAX ZONE 1
FISCAL YEAR 2021-22*

<i>Special Tax Categories</i>	<i>Maximum Administration Component*</i>	<i>Maximum Arterial Landscape Maintenance Component*</i>	<i>Maximum Basin Maintenance Component*</i>	<i>Maximum Project-Specific Maintenance Component*</i>	<i>Maximum Public Safety and Public Works Component*</i>	<i>Maximum Contingent Component*</i>
Single Family Detached Property	\$10.94 per Residential Unit	\$11.22 per Residential Unit	\$83.48 per Residential Unit	\$316.42 per Residential Unit	\$69.66 per Residential Unit	\$65.66 per Residential Unit
Single Family Attached Property	\$10.94 per Residential Unit	\$11.22 per Residential Unit	\$83.48 per Residential Unit	\$316.42 per Residential Unit	\$69.66 per Residential Unit	\$65.66 per Residential Unit
Multi-Family Property	\$10.94 per Residential Unit	\$11.22 per Residential Unit	\$83.48 per Residential Unit	\$316.42 per Residential Unit	\$69.66 per Residential Unit	\$65.66 per Residential Unit
Non-Residential Property	\$108 per Acre	\$110 per Acre	\$825 per Acre	\$3,123 per Acre	\$0 per Acre	\$650 per Acre
Undeveloped Property	\$108 per Acre	\$110 per Acre	\$825 per Acre	\$3,123 per Acre	\$0 per Acre	\$650 per Acre

*** On July 1, 2022 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

D. METHOD OF LEVY OF THE SPECIAL TAXES

Each Fiscal Year, the Administrator shall coordinate with the City to determine the following: (i) the Tax Zone Budget for each Tax Zone within which there are still Parcels of Undeveloped Property, and (ii) the Residential Public Safety and Public Works Budget and any Non-Residential Public Safety and Public Works Budgets. The Administrator shall then apply the steps below to determine the Special Tax levy for each Parcel of Taxable Property:

Step 1: For Parcels of Developed Property that are not within a Non-Residential Project, the Administrator shall levy up to 100% of the Maximum Public Safety and Public Works Component on each Parcel of Developed Property in the CFD that is Single

Family Detached Property, Single Family Attached Property, or Multi-Family Property until the amount levied is equal to the Residential Public Safety and Public Works Budget. For Parcels of Developed Property within Non-Residential Projects, the Administrator shall levy up to 100% of the Maximum Public Safety and Public Works Component on each Parcel of Developed Property in the Non-Residential Project until the amount levied is equal to the Non-Residential Public Safety and Public Works Budget for that Non-Residential Project.

Step 2: *In each Tax Zone within which there are still Parcels of Undeveloped Property*, the Administrator shall levy up to 100% of the applicable Maximum Administration Component, Maximum Arterial Landscape Maintenance Component, Maximum Basin Maintenance Component, Maximum Project-Specific Maintenance Component, and, if a Trigger Event has occurred within that Tax Zone, Maximum Contingent Component on each Parcel of Developed Property in that Tax Zone until the amount levied for a particular Maximum Tax Component is equal to the costs included in the Tax Zone Budget for that Maximum Tax Component for that Tax Zone.

In each Tax Zone within which there are no longer any Parcels of Undeveloped Property, the Administrator shall levy up to 100% of the applicable Maximum Administration Component, Maximum Arterial Landscape Maintenance Component, Maximum Basin Maintenance Component, and Maximum Project-Specific Maintenance Component on all Parcels of Developed Property for a Tax Zone within which there are no Parcels of Undeveloped Property until the amount levied for a particular Maximum Tax Component across all Tax Zones within which there are no longer any Parcels of Undeveloped Property is equal to the costs to be paid by that Maximum Tax Component. In addition, if a Trigger Event has occurred in a Tax Zone, the Administrator shall, in addition to the amounts described in the preceding sentence, levy up to 100% of the Maximum Contingent Component for that Tax Zone on Developed Property in that Tax Zone until the amount levied is equal to the Contingent Service Costs for that Tax Zone.

Step 3: If additional revenue is needed after Step 2, in each Tax Zone within which there are still Parcels of Undeveloped Property, the Administrator shall levy up to 100% of the applicable Maximum Administration Component, Maximum Arterial Landscape Maintenance Component, Maximum Basin Maintenance Component, Maximum Project-Specific Maintenance Component, and, if a Trigger Event has occurred within that Tax Zone, Maximum Contingent Component on each Parcel of Undeveloped Property within the Tax Zone until the amount levied for each Maximum Tax Component within the Tax Zone is equal to the costs included in the Tax Zone Budget for that Maximum Tax Component for that Tax Zone. If additional revenue is needed from any Non-Residential Project after Step 1 to pay the Non-Residential Public Safety and Public Works Budget for that Non-Residential Project, the Administrator shall levy up to 100% of the Maximum Public Safety and Public Works Component on each Parcel of Undeveloped Property within that Non-Residential Project until the amount levied is equal to the Non-Residential Public Safety and Public Works Budget for that Non-Residential Project.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods. The Contingent Component shall be levied within a Tax Zone beginning in the first Fiscal Year following the Fiscal Year in which the Trigger Event occurred for that Tax Zone. The Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Tax shall be levied on: (i) Parcels of Public Property, (ii) Parcels of Association Property, (iii) Parcels that are designated as permanent open space or common space on which no structure is permitted to be constructed, (iv) Parcels owned by a public utility for an unmanned facility, or (v) Parcels subject to an easement that precludes any use on the Parcel other than that permitted by the easement.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Tax.

RESOLUTION NO. 2021-XX

**RESOLUTION CALLING SPECIAL LANDOWNER ELECTION FOR COMMUNITY
FACILITIES DISTRICT**

**CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(Maintenance and Public Services)**

RESOLVED by the City Council (the "Council") of the City of Tracy (the "City"), County of San Joaquin, State of California, that:

WHEREAS, this Council has adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services)" (the "CFD") and a future annexation area (the "Future Annexation Area"), defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW THEREFORE, BE IT RESOLVED as follows:

1. Issues Submitted. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. Qualified Electors. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the ninety (90) days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

3. Conduct of Election. This Council hereby calls a special election to consider the issues described in section 2, above, which election shall be held on December 7, 2021, and the results thereof canvassed at the meeting of this Council on December 7, 2021 or as soon as possible thereafter. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby

finds that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. Ballot. As authorized by Section 53353.5 of the Act, the issues described in section 1 above shall be combined into a single ballot measure, the form of which as attached hereto as Exhibit "A" is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot.

5. Waivers. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the Services and the incidental costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the Government Code.

7. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 7th day of December, 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

**CITY OF TRACY
Community Facilities District No. 2021-2
(Maintenance and Public Services)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Tracy no later than the hour of 7:00 p.m. on Tuesday, December 7, 2021, either by mail or in person. The City Clerk's office is located at 333 Civic Center Plaza, Tracy, California 95376.

To vote, mark a cross (X) in the voting box after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Tracy and obtain another.

BALLOT MEASURE: Shall the following measure be adopted: (i) authorizing the City of Tracy to annually levy a special tax solely on lands within the City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) (the "CFD"), which special tax is anticipated to raise \$119,278 in fiscal year 2021-22 dollars (with annual escalation) and is anticipated to be levied on a perpetual basis commencing in the City's fiscal year 2022-23, in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on December 7, 2021, to pay for the services described in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) establishing the annual

appropriations limit of the CFD in the amount of \$20,000,000?

YES: ☐

NO: ☐

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Number of Votes: ____

Property Owner:

[property owner name]

[signature block]

RESOLUTION NO. 2021-XX

**RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER
ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX
LIEN**

**CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2021-2
(Maintenance and Public Services)**

RESOLVED by the City Council (the "Council") of the City of Tracy (the "City"), County of San Joaquin, State of California, that:

WHEREAS, this Council has adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services)" (the "CFD") and a future annexation area, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act").

WHEREAS, under the provisions of the Resolution of Formation and pursuant to a resolution entitled "Resolution Calling Special Landowner Election for Community Facilities District" (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act.

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. Recitals.** The foregoing recitals are all true and correct.
- 2. Issues Presented.** The issues presented at the special election were the levy of a special tax within the CFD and the approval of an annual appropriations limit of not to exceed \$20,000,000, all pursuant to the Resolution of Formation.
- 3. Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.
- 4. Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act.

RESOLUTION NO. 2021-XX

It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this resolution by the Council.

6. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 7th day of December, 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK



EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF TRACY
Community Facilities District No. 2021-2
(Maintenance and Public Services)**

I hereby certify that on December 7, 2021, I canvassed the returns of the election held on December 7, 2021, in the City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) and the total number of ballots cast in such District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) Special Tax Election, December 7, 2021.	27	_____	_____	_____

BALLOT MEASURE: Shall the following measure be adopted: (i) authorizing the City of Tracy to annually levy a special tax solely on lands within the City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services) (the "CFD"), which special tax is anticipated to raise \$119,278 in fiscal year 2021-22 dollars (with annual escalation) and is anticipated to be levied on a perpetual basis commencing in the City's fiscal year 2022-23, in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on December 7, 2021, to pay for the services described in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD,

and (ii) establishing the annual appropriations limit of the CFD in the amount of \$20,000,000?

YES:

NO:

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on December 7, 2021.

By: _____
City Clerk
City of Tracy

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY LEVYING
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-2
(MAINTENANCE AND PUBLIC SERVICES)**

WHEREAS, on November 2, 2021, this Council adopted a resolution entitled "Resolution of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Tracy Community Facilities District No. 2021-2 (Maintenance and Public Services)" (the "CFD") and a future annexation area (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services (the "Services") as provided in the Act;

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

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

WHEREAS, on December 7, 2021, a special election was held among the landowner voters within the CFD at which election such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

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

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2022-23 and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD, as contemplated by the Resolution of Formation and the Proceedings.

Section 2. The City's Finance Director or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD), in the manner and as provided in the Resolution of Formation.

ORDINANCE NO. _____

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

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

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments, to the extent permitted by law. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Joaquin in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of San Joaquin for fiscal year 2022-23 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

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

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

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

* * * * *

The foregoing Ordinance _____ had its first reading and was introduced during the public meeting of the Tracy City Council on the 7th day of December, 2021, and had its second reading and was adopted and passed during the public meeting of the Tracy City Council on the 21st day of December, 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

INTRODUCE AN ORDINANCE AMENDING CHAPTER 5.20 “INTEGRATED SOLID WASTE REGULATIONS” OF THE TRACY MUNICIPAL CODE REGARDING THE HANDLING AND DISPOSAL OF REFUSE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS

EXECUTIVE SUMMARY

The proposed ordinance is in response to State Senate Bill (SB) 1383 and will amend Chapter 5.20 of the Tracy Municipal Code (TMC) to update the requirements for residents and businesses regarding the handling and disposal of refuse, recyclable materials, and organic materials. The proposed ordinance will also provide the City of Tracy with the authority to issue administrative citations for violations of Chapter 5.20 of the TMC. SB 1383 requires jurisdictions to implement an enforceable local ordinance prior to January 1, 2022.

DISCUSSION

Chapter 5.20 of the TMC governs the handling and disposal of refuse, recyclable materials, and organic materials. This Chapter was last amended by Ordinance No. 1058, adopted November 18, 2003. Since that time, the State of California, through enactment of several Assembly Bills (AB 939, AB 341, AB 2176, and AB 1826) and Senate Bills (SB 1016 and SB 1383), directed State and local agencies to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, re-use, recycling, and organic waste recovery options.

The most recent State Bill regarding recycling and landfill disposal reduction, SB 1383, requires jurisdictions to perform several tasks. Among those requirements are to: (1) provide education to residents and businesses regarding recycling and organic materials; (2) conduct monitoring and enforcement including generating mandated records and reports; and (3) adopt an enforceable local ordinance.

City staff collaborated with HF&H Consultants, Inc. to update Chapter 5.20. The proposed ordinance implements current terminology and the new requirements for solid waste and recycling ordinances. The proposed ordinance meets the requirements imposed by the State for enforcement and is modeled off language established in the model ordinance from Cal Recycle. In addition, this amendment clarifies previous language and addresses the current requirements for residents and businesses in the City.

Definitions

Definitions of existing terminology have been added or expanded to incorporate the requirements of State mandates. Some of these definitions include: container, edible food, food recovery organization, organic materials, organic waste generator, and residential.

Requirements to Take Service

The City requires all residents and businesses to have solid waste collection services. Language in this section has been revised to correspond with the changes for compliance of State mandates. The reference to yard waste has been changed to organics and the specific requirements for businesses has a broader description to encompass everchanging requirements. In addition, this section adds language for commercial businesses to request a de minimis and/or physical space waiver.

Grant Franchise

This section updates the rights and responsibilities of the City and contractor to closer reflect the partnership in complying with diversion goals. It further clarifies the exceptions to grant of franchise such as donating materials, self-hauling, and reuse of materials such as tree trimmings.

General Responsibilities of the Franchisee

Service levels and requirements of the contractor vary for residential, multi-family, and commercial customers. These service responsibilities have been described individually, referencing containers provided, repair and replacement of containers, and special handling services available to disabled residents.

General Customer Responsibilities

Formerly, this section only specified limited residential responsibilities. These responsibilities have been expanded to now include where and how containers should be placed for collection, and container conditions. Further, a section has been added for the requirements to commercial businesses to comply with the California Code of Regulations. This includes businesses educating employees about proper segregation of materials, periodically inspecting containers for contamination, and self-haul of organic materials.

Recycling Program

Previous information for the recycling program was focused on residential customers. This has been updated to include multi-family complexes and businesses as well. Requirements of curbside recycling, participation in a recycling program, and separating of recyclable materials is addressed for all generators.

Organic Materials Collection Program

Part of the new State mandates includes collection of yard and food waste, among other accepted materials, to be defined as organics. The rewording of this section includes the requirements of organics materials collection programs for all generators.

Other Programs and Services

This section has been added because of SB 1383 requirements related to edible food recovery programs. The general provisions and responsibilities of commercial edible

food generators are outlined in this section. This includes working with an organization for the collection of edible food that would otherwise be disposed from the commercial generator and specifies necessary records maintained by the generator.

Refuse, Recyclables, and Organic Materials Collection Rates

It is required that all tenant, occupant, or lessee of any premises within the City pay fees for the collection, transportation, processing, and disposal of materials. These rates are set by Resolution of the City Council. This process is explained in this section as well as the City billing of customer rates.

Enforcement and Penalties of Non-Compliance

SB 1383 requires each jurisdiction to adopt an enforceable ordinance to meet compliance requirements. This section has been added to meet and define the process of enforcing this ordinance. The City's goal is to achieve compliance through outreach, education, and in partnership with the customer. If a customer does not comply with requirements, an official notification will be issued. The City then has the right to issue an administrative citation and impose a penalty if the customer fails to comply after outreach and notifications have been delivered. Should the customer need more time to fully comply, and has shown progress in meeting the compliance, extension of the deadline may be considered.

STRATEGIC PLAN

This agenda item supports the City Council's 2021-2023 Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

There is no fiscal impact related to this agenda item.

RECOMMENDATION

Staff recommends that the City Council introduce and waive the full reading of the proposed ordinance amending Chapter 5.20 "Integrated Solid Waste Regulations" of the Tracy Municipal Code regarding the handling and disposal of refuse, recyclable materials, and organic materials.

Prepared by: Connie Vieira, Management Analyst II

Reviewed by: Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

ATTACHMENT:

Attachment A – Ordinance amending Chapter 5.20 "Integrated Solid Waste Regulations" of the Tracy Municipal Code

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 5.20 "INTEGRATED SOLID WASTE REGULATIONS" OF THE TRACY MUNICIPAL CODE REGARDING THE HANDLING AND DISPOSAL OF REFUSE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS

WHEREAS, Chapter 5.20 of the Tracy Municipal Code governs the handling and disposal of refuse, recyclable materials, and organic materials in the City of Tracy, and was last amended by Ordinance No. 1058, adopted November 18, 2003, and

WHEREAS, The State of California has, through enactment of Assembly Bill (AB) 939 ("the Act") and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), Senate Bill (SB) 1016 (Chapter 343, Statutes of 2008 Wiggins), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, re-use, recycling, and organic waste recovery options in order to reduce the amount of landfill disposal in the state, and

WHEREAS, SB 1383 establishes regulatory requirements for local jurisdictions to, among other requirements, implement organic waste collection and edible food recovery programs, meet processing facility requirements, provide education, conduct monitoring and enforcement, generate records and reports, and adopt an enforceable local Ordinance, and

WHEREAS, The City Council desires to update the Tracy Municipal Code to comply with AB 341 by mandating all generators subscribe to recycling services, and

WHEREAS, The City Council desires to update the Tracy Municipal Code to comply with AB 1826 and SB 1383 to implement a commercial recycling program and an organic waste recycling program to recover organic waste from all organic waste generators;

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

SECTION 1: The City Council hereby amends Chapter 5.20 "Integrated Solid Waste Regulations" of the Tracy Municipal Code as shown in Exhibit "A" attached hereto.

SECTION 2: Except as herein added or changed, the remaining sections of the Tracy Municipal Code not set forth above, shall remain in full force.

SECTION 3: Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 4: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 6: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the Ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the Ordinance. (Govt. Code § 36933).

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting at the Tracy City Council on the 7th day of December 2021, and finally adopted on the 21st day of December 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

Chapter 5.20 – INTEGRATED SOLID WASTE REGULATIONS

Article 1 – Purpose

5.20.010 – Purpose

The purpose of this Chapter is to institute within the City an orderly program for the collection, transportation, and disposal of refuse of all kinds, and the collection, transfer, and recovery of recyclable and organic materials in order to promote community welfare, convenience, health, and safety. An aggressive waste reduction program shall include curbside collection of recyclable and organic materials, sorting out reusable and recyclable material as the mixed recycling materials are processed through the Tracy Material Recovery Facility (MRF) to conserve valuable resources and energy, composting or use of organic materials eligible for material diversion credit under Assembly Bill (AB) 939 ("the Act"), and food recovery programs that encourage the reduction of food waste and support the recovery of edible food for human consumption. This Chapter details the programs the City has implemented or shall implement to comply with the diversion goals and other requirements of the Act, AB 341, AB 1826, Senate Bill (SB) 1383, and other applicable laws.

It is declared by the City Council that it is in the public's interests and in the interest of all the residents of the City that the accumulation, preparation, storage, collection, transportation, and disposal of refuse, and the segregation of recyclable materials and other organic materials in the incorporated area of the City, be handled in such a manner as to control the harborage and breeding of rodents and insects, and to prohibit pollution of the air by the burning of such refuse, reduce the putrefaction of such materials to prevent the spread of disease, to reduce the hazards of fire, and to prevent unsightliness which results in the depreciation of property values. The City will strive to create and preserve healthy and safe conditions in Tracy and promote community pride.

(Ord. 1058 § 1 (part), 2003)

Article 2 – Definitions

5.20.020 – Definitions

For the purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as set forth below. It is intended that these definitions be consistent with provisions of State law set forth in the California Public Resources Code.

"Act" means the California Integrated Waste Management Act (AB 939) of 1989. Among other requirements, the Act mandates that by the year 2000, local jurisdictions divert 50% of the historic disposal stream from disposal in landfills.

"Applicable law" means all laws, statutes, rules, regulations, guidelines, permits, actions, determinations, orders, approvals, or requirements of the United States, State of California, County, regional, or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time, apply to or govern the management of refuse or any other materials or processes described in this Chapter.

"Back-haul" means generating and transporting refuse, recyclable materials, or organic materials to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in Title 14 California Code of Regulation § 18982 (66 A).

"Bulky waste" means large items of refuse such as appliances, furniture, large auto parts, trees, branches, stumps, and other oversize waste whose large size precludes or complicates their handling by normal collection, processing, or disposal methods. (Title 27 California Code of Regulations, § 20164)

"Buy-back recycling center" means a facility which may pay a redemption fee for the delivery and transfer of ownership to the facility or individual of source separated materials, for the purpose of recycling.

"City" means the City of Tracy, including any unincorporated areas of the County that may be annexed by the City.

"Commercial business" or "commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility. A multi-family residential dwelling that consists of five units or more is considered a commercial business for purposes of this Chapter.

"Commercial edible food generator" includes a Tier One or a Tier Two commercial edible food generator as defined in Title 14 California Code of Regulations § 18982 (73) and (74). For the purposes of this Chapter, food recovery organizations and food recovery services are not commercial edible food generators.

"Commercial waste" means refuse originating from commercial businesses including stores, markets, office buildings, restaurants, theaters, shopping centers, hospitals, schools, and commercial warehouses.

"Community composting operation" means any activity that composts organic materials, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet. A community composting operation does not include a composting operation that is located on private property and only processes material generated at the premises including, but not limited to, residential backyard composting or on-site composting at a farm that does not process external material.

"Compactor" means a compacting unit that loads a receiver or debris box. The receiver or debris box serves as a receptacle for refuse or recyclable materials and has a capacity of one cubic yard or larger.

"Compost" means the product resulting from the controlled biological decomposition of organic materials. Garden waste, leaves, organic materials, and food waste are some of the materials that are, or in the future may be, source separated from the refuse stream to produce compost.

"Composting facility" means a permitted facility that processes, transfers, or stores compostable materials, including agricultural material, green material, vegetative food material, chipping and grinding, biosolids composting materials, and research.

"Construction and demolition debris" means waste building materials, packaging, and debris resulting from construction, remodeling, repair, and/or demolition operations on pavements, houses, commercial buildings, and other structures. (Title 27 California Code of Regulations, § 20164)

"Container" means a refuse, recycling, or organic materials cart, bin, or roll-off box provided by the franchise contractor in varying sizes.

"Contractor" means any person collecting or transporting residential, commercial, and/or industrial refuse, recyclable materials, and other organic materials pursuant to an exclusive refuse collection franchise agreement authorized by the City Council.

"Curbside recycling" means the collection of recyclable materials at curbside in front of residential dwellings to be separated at the MRF and eventually taken to various processing facilities.

"Designated disposal facility" or "disposal facility" means San Joaquin County's Foothill Sanitary Landfill, or such other landfill in San Joaquin County's disposal system as designated by the City.

"Designated materials recovery facility" or "designated MRF" means the Tracy Material Recovery Facility, or other such materials recovery facility as designated by the City.

"Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Chapter. A designee may be a government entity, a contractor, a private entity, a combination of those entities, or another entity as approved by the City, unless otherwise indicated.

"Disabled citizen" means the individual applying for the discounted rate who has proof of permanent disability (doctor's letter or a notice of award evidencing eligibility for Social Security Administration Supplemental Security Income Program for the aged, blind, and disabled is required), the garbage service is listed in his or her name, and the property is the individual's principal place of residence.

"Disposal" means the management of refuse through landfilling or transformation at permitted disposal facilities.

"Disposal facility" means any facility or location where the disposal of refuse occurs. The facility may incorporate one or more disposal methods.

"Drop-off recycling center" means a facility which accepts delivery or transfer of ownership of source-separated materials for the purpose of recycling or composting, without paying a fee. Donation of materials to collection organizations, such as charitable groups, is included in this definition.

"Edible food" means food intended for human consumption:

- (a) For the purposes of this Chapter, "edible food" is not refuse if it is recovered and not discarded.
- (b) Nothing in this Chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Official" means any City employee or agent of the City with authority to enforce a provision of this Code.

"E-waste" means electronic products including, but not limited to: computers, televisions, VCRs, stereos, copiers, fax machines, and other electronic products.

"Food recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed.

"Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public either directly or through other entities, including, but not limited to:

- (a) A food bank as defined in § 113783 of the Health and Safety Code;
- (b) A nonprofit charitable organization as defined in §113841 of the Health and Safety Code; and
- (c) A nonprofit charitable temporary food facility as defined in §113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator.

"Food recovery service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery. A food recovery service is not a commercial edible food generator.

"Food waste" means residential or commercial putrescible food waste materials that are purposely set-out for collection separately from refuse and recyclable materials, meeting health and safety provisions of the Tracy Municipal Code, and with the intention that they be composted or taken to animal feed lots.

"Franchise" means a special privilege granted to an individual or group to provide services in a particular area, i.e. providing a refuse collection service to the City.

"Franchisee" means any party granted a franchise as specified in this Chapter.

"Garbage" means, except for salvage, any putrescible animal, fish, fowl, storage, handling, or consumption of foods; except food waste, vegetable and fruit packaging, swill, or offal, and shall include containers or other non-putrescible material to which the particles of putrescible material are attached.

"Generator" means any person, customer, or entity that is responsible for the initial creation of refuse, recyclable materials, and/or organic materials.

"Hazardous waste" means waste or a combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may do either of the following:

- (a) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.
- (b) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Unless expressly provided otherwise, "hazardous waste" includes extremely hazardous waste and acutely hazardous waste.

"Household hazardous waste" means products used regularly in and around homes, classified by State law as hazardous materials. These products include batteries, antifreeze, cleaners, glues, paints, pesticides, pharmaceuticals, and petroleum products. These products, when discarded, may become household hazardous waste if not properly discarded.

"Industrial waste" means refuse originating from mechanized manufacturing facilities and factories, including food processing, vegetable and fruit packing waste, refineries, commercial construction and demolition projects, publicly operated treatment works, and/or solid waste placed in debris boxes.

"Leachate" means the fluid stream resulting from precipitation percolating through a pile or cell of refuse materials, and which contains water, dissolved solids, and decomposition products of solids.

"Licensed collector" means any person or entity operating under a collector's license issued by the City for the purpose of collecting or transporting refuse, recyclable materials, or organic materials, and includes special waste.

"Material Recovery Facility" or "MRF" means a permitted refuse facility in which recyclable or compostable materials are separated from the refuse stream for the purposes of recycling, composting, transformation, or disposal.

"Multi-family" means of, from, or pertaining to a residential premise with five or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities. Multi-family complexes of four units or less are considered residential.

"Non-putrescible, dry waste" means dry materials that can be stored for long periods of time without decomposition or odiferous release and does not produce leachate. Non-putrescible, dry waste does not

include putrescible waste, bulky waste, e-waste, organic materials, hazardous waste, household hazardous waste, liquid waste, or organic materials.

"Organic materials" means material that originated from living organisms and their metabolic waste products, including but not limited to: food waste, green material, landscape and pruning waste, nonhazardous wood waste, food soiled paper waste that is mixed in with food waste, biosolids, digestate, and sludges.

"Organic waste generator" means a person or entity that is responsible for the initial creation of organic waste.

"Putrescible" means refuse liable to undergo organic decomposition that typically involves the anaerobic splitting of proteins by bacteria and fungi with the formation of foul-smelling, incompletely oxidized products.

"Recyclable materials," "recyclables" or "recycled material" means discarded materials from a generator that are specifically approved by the City for collection in its recyclable materials collection program. No discarded materials shall be considered recyclable unless such material is separated from refuse and organic materials.

"Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become refuse, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation, as defined below.

"Refuse" means all solid waste intended for disposal and that conforms with the requirements of the Tracy Municipal Code for disposed solid waste, including but not limited to: all putrescible and non-putrescible wastes, whether in solid or liquid form, except liquid-carried industrial wastes or sewage hauled as an incidental part of a septic tank or cesspool-cleaning service; garbage (i.e., putrescible animal, fish food, fowl, or any thereof, resulting from the preparation, storage, handling or consumption of such substances); and rubbish (i.e., printed materials, paper, pasteboard, rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings, glass, and other waste materials).

"Residential" means of, from, or pertaining to single-family premises and multi-family premises of four units or less, used for human shelter, irrespective of whether such dwelling units are rental units or are owner-occupied. Residential excludes hotels, motels, or other similar premises.

"Residential waste" means refuse originating in single-family or multi-family dwellings of four units or less.

"Resource recovery" means the extraction and utilization of materials and energy from the waste stream. An integrated resource recovery program may include recycling, composting, and/or transformation with a landfill for residual waste disposal.

"Re-use" means the use, in the same form as it was produced, of a material which might otherwise be discarded.

"Roll-off box" means a receptacle for refuse and construction and demolition debris having a capacity of greater than eight cubic yards that is picked up in its entirety by a dedicated truck for emptying at a separate location. Also known as a debris box or drop box.

"Salvage" means anything useful or valuable which is no longer useful in its present condition or at its present location, but capable of being recycled or reused.

"Self-haul" or "self-hauler" means a person who hauls refuse, recyclable materials, or organic waste he or she has generated, to another person or as otherwise defined in Title 14 California Code of Regulation § 18982 (66).

"Single-stream recycling program" means the collection of commingled recyclables.

"Solid waste" means all putrescible and non-putrescible solid semi-solid, and liquidized wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial waste, construction and demolition wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not a hazardous waste, manure, vegetable or animal solid or semi-solid wastes, and other discarded solid and semi-solid wastes. Solid waste does not include:

- (a) Hazardous waste.
- (b) Radioactive waste regulated pursuant to the Radiation Control Law.
- (c) Medical waste regulated pursuant to the Medical Waste Management Act.
- (d) Materials that are designated by the generator for collection by the contractor as recyclable materials.
- (e) Recyclables that are donated or sold to a third party by residential customers or service recipients.
- (f) Materials that are designated by the generator for collection by the contractor as organic materials.

"Solid waste management" means the systematic administration of all activities which provide for the collection, salvage, storage, recycling, composting, transportation, transfer, transformation processing, treatment, and disposal of refuse.

"Source reduction" means any action which causes a net reduction in the generation of refuse. Source reduction does not include steps taken after the material becomes refuse or actions which would impact air or water resources in lieu of land, including, but not limited to, transformation.

"Source separated" means the segregation, by the generator, of materials designated for separate collection for some form of materials recovery or special handling.

"Tier one commercial edible food generator" means a commercial edible food generator that is one of the following, each as defined in Title 14 California Code of Regulations § 18982 (73):

- (a) Supermarket.
- (b) Grocery store with a total facility size equal to or greater than 10,000 square feet.
- (c) Food service provider.
- (d) Food distributor.
- (e) Wholesale food vendor.

"Tier two commercial edible food generator" means a commercial edible food generator that is one of the following, each as defined in Title 14 California Code of Regulations § 18982 (74):

- (a) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (b) Hotel with an on-site food facility and 200 or more rooms.
- (c) Health facility with an on-site food facility and 100 or more beds.
- (d) Large venue.
- (e) Large event.
- (f) A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (g) A local education agency with an on-site food facility.

"Tipping fee" means the charge to unload waste materials at a transfer station, material recovery facility, landfill, or other disposal site.

"Transfer station" means those facilities utilized to receive refuse, recyclable materials, or organic materials; temporarily store, separate, convert, or otherwise process the materials, or to transfer the materials directly from smaller to larger vehicles for transportation to a disposal site.

"Transformation" means the process of incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

"Unacceptable materials" may consist of, but are not limited to:

- (a) Hazardous waste.
- (b) Infectious waste.
- (c) Hot ashes.
- (d) Free-flowing liquids.
- (e) Animal carcasses.
- (f) Items that may be easily scattered by the wind (these items should be bagged prior to placement in a container).

"White goods" means discarded, enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves, and refrigerators.

"Yard waste" means any waste generated from the maintenance or alteration of public, residential, commercial, or industrial landscapes including, but not limited to grass and vine clippings, leaves, tree trimmings, prunings, brush, and weeds. Prohibited materials from yard waste include, but are not limited to dirt, rocks, animal waste, or dead animals.

Article 3 – Requirements to Take Service – Prohibitions on Accumulation and Disposal of Refuse

5.20.030 – Requirements to Subscribe for Residential Collection

The owner, occupant, or owner-occupant, as the case may be, of every occupied residential dwelling shall pay the lawful established collection rates for the removal of refuse, recyclable materials, and organic materials from such premises. Subscription to all services is mandatory. Generators shall place such materials in designated containers provided by the contractor for collection by the contractor in accordance with this Chapter and all applicable laws.

5.20.040 - Requirements to Subscribe for Commercial Service

The owner, occupant, or owner-occupant, as the case may be, of every occupied commercial, industrial, and institutional structure in the City, are jointly and severally responsible to subscribe with the City for service, and to pay the lawful established rates for the removal of refuse and recycling from the premise, and shall place such materials in containers provided for collection by the contractor in accordance with all applicable provisions of this Chapter, except as otherwise provided herein. Beginning January 1, 2022, organic material subscription is mandatory for commercial and industrial owners, occupants, or owner-occupants, unless a waiver is granted pursuant to § 5.20.050.

5.20.050 – Waivers for Organic Material Collection

Commercial businesses may request the following de minimis, physical space, and/or collection frequency waivers as described as follows:

- (a) De Minimis Waivers. A de minimis waiver may be requested to comply with some or all of the organic waste requirements of this Chapter if a business generates below a certain amount of organic material. Businesses requesting waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver.
 - (2) Notify the City if circumstances change such that business' organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (3) Provide written verification to the City of eligibility (for de minimis waiver) every five years, if the City has approved de minimis waiver.

- (b) Physical space waivers

A physical space waiver may be requested if a commercial business or property owner documents that the premises lacks adequate space for organic waste and/or recyclables containers. Commercial business, business owner, or property owner requesting waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from.
- (2) Provide documentation that the premises lacks adequate space for organic and/or recyclables containers.
- (3) Provide written verification to the City of eligibility for physical space waiver every five years, if the City has approved application for waiver.

Article 4 – Grant of Franchise – City Rights

5.20.060 – City Rights

- (a) The City reserves unto itself the exclusive right to collect, transport, haul, and dispose of or cause to be collected, transported, hauled, and disposed of, all refuse, recyclable materials, organic materials, and construction and demolition debris produced or found within the City. It is unlawful for any person to collect, transport, haul, or dispose of any of the above materials within or from the City except as expressly provided in this Chapter.

- (b) The City reserves the right to establish new programs and to place responsibility of implementation on the City, contractor, or a third party.
- (c) The City directs any franchised contractor, and any other parties transporting refuse, recyclable materials, organic materials, or construction and demolition debris generated within the City to deliver all such collected material to the Tracy MRF.
- (d) The City Council shall have the power to make rules and regulations from time to time governing the transportation of collected materials through the streets.

5.20.070 - Grant of Franchise

- (a) The City shall make and enter into a franchise agreement for the collection, processing, and/or disposal of all residential, commercial, and industrial refuse, recyclable materials, organic materials, and construction and demolition debris provided for collection in the City in accordance with and subject to the terms and conditions of this Chapter and other conditions City Council may impose. The contractor and its agents shall have the sole and exclusive right to collect all refuse, recyclable materials, organic materials, and construction and demolition waste for residential, commercial, and industrial properties within the City except as provided in § 5.20.080 or as defined as an exclusion of scope in an operative franchise agreement between the City and contractor.
- (b) The contractor shall be responsible for assisting the City in meeting and maintaining the diversion goal requirements of the Act, and in entering into contract with the City to provide such services, acknowledges that diligent contractor services are necessary to meeting and maintaining the diversion goals.
- (c) The services provided by the contractor do not constitute a "public work" and are not subject to California Labor Code sections 1720—1901.
- (d) Any such contractor shall give a bond payable to the City, in an amount set by resolution of the City Council and in the franchise agreement, for the faithful performance of the duties imposed by this Chapter.

5.20.080 - Exceptions to Grant of Franchise

The rights and privileges herein granted to contractor shall in no way prevent or restrict the City or other parties from any of the following:

- (a) The City or private parties from donating or selling a recyclable or salvageable material, including edible food and scrap metal, which has been generated and segregated by such party from other materials to any party of their choice, provided that such sale or donation is a true sale or donation.
- (b) Allowing the self-hauling and disposal of discarded materials, including construction and demolition debris, organic material, grass clippings, prunings, and other discarded materials by the generator of the material(s), as long as:
 - (1) The discarded materials are generated from residential activities on the generator's own property, or are generated directly as a result of the work of specialized and distinct business operations whose primary business is not janitorial, cleaning, waste disposal, or transportation or collection.

- (2) Any self-hauling related to a commercial or industrial activity or related to a service provided to a third-party, that:
 - (i) is done as an integral part of the commercial or industrial activity, or is incidental to the commercial or industrial activity performed by a third-party contractor, and
 - (ii) conforms with usual practices for such work in other communities that have exclusive refuse collection franchises.
- (3) The self-hauling and disposal is done using the generator's, contractor's, or landscaping company's own personnel and vehicles. Self-hauling excludes the use of, or sub-contracting to, independent haulers, third parties, affiliates, or subsidiaries.
- (4) A record will be kept by the self-hauler of the amount of organic waste delivered to each disposal facility, operation, activity, and property that processes or recovers organic waste. This record shall be subject to inspection by the City and shall include the following: delivery receipts, weigh tickets, and amount in cubic yards transported. If there are no scales present, weight tickets are not required. Residential organic waste self-haulers are not required to record or report this information.
- (c) Delivery of self-haul materials directly to a transfer station, materials recovery facility, or disposal facility in a manner consistent with the TMC and other applicable laws; provided, however, that this provision does not create an exemption from any law requiring payment for collection services, whether those services are utilized or not.
- (d) Permitting other entities to haul and dispose of septic tank, sand trap, and grease trap contents.
- (e) Providing the collection of refuse in connection with the City's street cleaning service.
- (f) Permitting other entities to carry out the City's annual weed abatement program.
- (g) Discarded material from the City's tree trimming program, leaf collection, and/or debris collected during clean-up events if conducted by City crews, as may be provided in the franchise agreement.
- (h) Provision of any other service that is not specified in this Chapter, that normally would be considered to fall within the contractor's services, and that the contractor explicitly waives its right to provide by written notice to the City.
- (1) The provisions of this Chapter shall not preclude or prohibit the City from utilizing its own forces or any officer or employer thereof, from collecting, removing, and disposing of refuse from the City's facilities; or to preclude or prohibit the State utilizing its own forces; or any governmental subdivision of the State utilizing its own forces; or any employee of either from collecting, removing, and disposing of refuse from the State's or governmental subdivision's facilities, respectively.

Article 5 – General Responsibilities of the Franchisee

5.20.090 – Contractor Responsibilities for Refuse, Recycling, and Organic Materials

- (a) Containers for residential dwellings. Contractor and City shall offer a range of sizes of containers for use by each residential dwelling for the collection of refuse, recycling, and organic materials. The contractor, upon the request of a generator, shall provide additional containers for refuse, recycling, and organic materials for an additional cost. In addition, customers may arrange with

the contractor and City to change the size of any container. All containers shall remain the property of the contractor, except as containers are purchased by the City and through lease or other arrangement transferred for use of the contractor.

- (b) Containers for multi-family complexes. Contractor shall provide one or more containers to apartment and condominium complexes according to their size and layout, amounts of refuse, recyclables, and/or organic materials regularly accumulated, and in accordance with the appropriate building codes.
- (c) Containers for commercial users. Contractor shall provide one or more containers and/or roll-off boxes to commercial users for refuse, recyclables, and/or organic materials in accordance with their needs and subject to exemptions per § 5.20.050. Collections can be scheduled up to six days a week, excluding Sunday.
- (d) Beginning January 1, 2022, new containers provided for residential, multi-family, commercial, or industrial businesses, shall be in compliance with Title 14 California Code of Regulations §18984.7 and .8.
- (e) Repair and replacement of containers. Contractor shall repair or replace, at no additional cost, any container which is damaged, where such damage as determined by the contractor, is not due to customer misuse or negligence. When a container is damaged with a determination that the damage was caused by customer misuse or negligence, the customer shall reimburse the contractor to replace the damaged container at the current invoice cost.
- (f) Special handling provided for disabled citizens. The contractor, at the request of a disabled customer, shall wheel out and return the containers for disabled households with no additional charge to the customer for such service. For the purposes of this section, "disabled households" shall mean those households composed entirely of persons who, by reason of disability, are unable to wheel containers to the curbside for weekly collection. Upon notification, a contractor representative will personally interview such individuals and verify their disability status and determine whether there is another individual residing in the household who is capable of taking the containers curbside. Once their eligibility has been verified, a location acceptable to the customer and contractor will be chosen where the containers will be picked up and returned.
- (g) Change in distribution methods and container sizes. City may approve changes in distribution methods and/or container sizes without amendment to this Chapter.

Article 6 – General Customer Responsibilities

5.20.100 - Customer Responsibilities for Refuse, Recycling, and Organic Materials

- (a) Residents of the City, except those living in multi-family complexes with five or more units, will be provided refuse, recycling, and organic materials containers. The customer will be provided with the day of service, costs, and regulations governing refuse, recycling, and organic materials service.
- (b) Residents shall take their refuse, recycling, and organic material containers to their own property's curbside for the automated or semi-automatic collection service provided by the City's contractor. Containers shall be placed three feet apart from each other and six feet from any vehicle or obstacle. The containers handles are to be facing the house with the wheels spaced at least one foot from the curb to allow for water to flow.
- (c) Once emptied, containers shall be removed from curbside within 24 hours after pickup of the containers by the contractor and placed behind a gate or at the side of the garage.

- (d) All containers shall be kept in a clean and sanitary condition by the resident using the container. Containers lids shall be kept tightly closed to limit access by flies to the contents thereof and to keep contents from being blown out of the containers.
- (e) Beginning on January 1, 2022, commercial businesses are required to:
 - (1) Provide containers for the collection of recyclable and organic materials in all areas where refuse containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms.
 - (2) Educate employees about proper segregation of recyclable materials and organic materials and prohibit employees from placing materials in a container not designated for those materials per the City's refuse, recyclables, and organic materials collection service. For new tenants, education and program information shall be provided within 14 days of occupation of the premise.
 - (3) Periodically inspect refuse, recyclables, and organics containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
 - (4) Deliver self-hauled organic materials, in accordance with § 5.20.080, to a City approved disposal facility or transfer station that processes source separated organic materials, and provide documentation to verify compliance requirements. Self-haulers shall also deliver source separated recyclables to a facility that recovers those materials.
 - (5) Supply and allow access to adequate number, size, and location of containers with sufficient labels or colors, pursuant to § 5.20.090 (d), for employees, tenants, contractors, and customers.
 - (6) Allow access by the City or its agent to the property for inspections to confirm compliance with the requirements of this Chapter and other Applicable Laws.
 - (7) Be responsible for compliance with this Chapter when entered into a written agreement with another party, such as a property manager, tenant, or other party, which contracts for refuse, recyclable materials, and organics materials collection service. Responsibility falls on that party as well as the owner.

Article 7 – Recycling Program

5.20.110 - Recycling Program

The curbside recycling program was established in 1991 as a first step to achieve the diversion goals of the Act, and is a key component in the efforts to comply with the mandates of the Act. The contractor shall collect curbside recyclables once per week or bi-weekly as approved by the City but without amendment of this Chapter, or in any case no less frequently than once every other week as arranged between the City and the contractor. Curbside recyclable materials include, but are not limited to: aluminum cans, glass, newspaper, mixed paper, steel/tin cans, cardboard, authorized plastics, and other materials as approved in an operative franchise agreement between the City and its contractor. Recyclable materials may be added to, or deleted from, the curbside program without amendment of this Chapter.

5.20.120 – Participation in Residential Recycling Program

All single-family and multi-family residential generators must participate in the City's residential recycling program and subscribe to recyclable materials collection service provided by the City's contractor. The fee for recyclable materials collection service is included as part of the standard refuse collection rate for customers using the three-container collection system. Residential generators have the right to sell or donate their recyclable material, but only as provided in § 5.20.080.

5.20.130 – Preparation of Recyclable Materials

Generators using the three-container collection system shall separate recyclable materials for collection and transport such that the materials are kept as clean as possible and segregated from all other refuse and organic materials. Recyclable materials shall be placed comingled in the designated recyclable materials container provided by the City's contractor. Generators shall place these containers at curbside for pickup on collection day as described in § 5.20.100, unless otherwise permitted by the City.

5.20.140 – Participation in Commercial Recycling Program

All commercial and multi-family generators not using the three-container collection system must participate in the City's recycling program and subscribe to recyclable materials collection service provided by the City's contractor. The fee for recyclable materials collection service will be charged separately from refuse and organic materials service.

Article 8 – Organic Materials Collection Program

5.20.150 – Organic Materials Collection Program

A yard waste program was established in 1995 as the second key step to achieve the diversion goals of the Act, and is a key component of the City's efforts to comply with the mandates of the Act. Beginning January 1, 2022, all generators, including all property owners, owners of commercial businesses, and residents living in single-family structures, multi-family structures, and mixed-use buildings, including those entities authorized to self-haul their waste pursuant to § 5.20.080, must participate in the City's organic materials (refer to § 5.20.020) collection program, including the requirements to:

- (a) Separate organic materials for collection or transport, and ensure that no organic materials are deposited in a refuse container, or deposited at any City disposal facility, or are otherwise disposed of or deposited in any recyclable materials containers.

The Contractor shall collect organic materials on a weekly basis, unless otherwise permitted by the City. Other types of organic materials may be added to, or deleted from, the program without amendment of this Chapter.

5.20.160 - Participation in Organic Materials Collection Program

- (a) The organic materials collection program is mandatory for all residential, multi-family, commercial, industrial, and institutional owners, occupants, and owner-occupants. An organic materials collection program fee is included as part of the refuse collection rate for residential and multi-family customers using the three-container collection system; commercial, industrial, and multi-family customers not using the three container collection system will be charged separately for collection of organic material as provided in the City's collection rates.

5.20.170 - Preparation of Organic Materials

Organic materials need to be kept as clean as possible, separated from other refuse and recyclable materials, and placed inside the appropriate container. Residential customers shall place containers at

curbside as described in § 5.20.100, on the same day as regular refuse service on a weekly basis, unless otherwise permitted by the City.

5.20.180 – Collection by Unauthorized Persons

From time of placement of organic materials at the curb or at other designated locations for collection in accordance with the terms hereof, items shall become, and be, the property of the City or its authorized contractor. It shall be a violation of this Chapter for any person unauthorized by the City to collect or pick-up any such items.

Article 9 – Other Programs and Services

5.20.190 – Edible Food Recovery Program – General Provisions

Effective January 1, 2022, commercial edible food generators under the jurisdiction of the City shall comply with the requirements of this Chapter.

5.20.200 – Edible Food Recovery Program - Commercial Edible Food Generators.

Tier one commercial edible food generators shall comply with the requirements of this section as of January 1, 2022, and tier two commercial edible food generators shall comply with the requirements of this section as of January 1, 2024:

- (a) Commercial edible food generators shall contract with or otherwise arrange with food recovery services or food recovery organizations, to recover edible food that would otherwise be disposed of. Commercial edible food generators may contract with food recovery services and organizations to collect edible food from the commercial edible food generator, or self-haul edible food to the food recovery services or food recovery organizations. Edible food may only be self-hauled to the food recovery services or organizations with the consent of the food recovery services or organizations, and pursuant to an operative contract or other agreed upon arrangement.
- (b) Follow California food safety and handling requirements for all food recovered.
- (c) Do not intentionally spoil food capable of being recovered by food recovery services or organizations.
- (d) Allow the City's designated entity, or designated third party entity, to access the premises and review records.
- (e) Keep records that include the following information:
 - (1) A copy of all contracts, written agreements, or other documents between the edible food generator and the food recovery services or organizations.
 - (2) A list of each food recovery service or organization that collects or receives its edible food and the following information for each of those services or organizations:
 - (i) The name, address, and contact information of the service or organization.
 - (ii) The types of food that will be collected by or transported to the service or organization.
 - (iii) The established frequency that food will be collected or transported.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or transported to the service or organization for food recovery.

- (f) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Food Donation Act, or requirements contained in Food Share Donation regulations for schools (SB 557).
- (g) As of January 1, 2024, large venues or large event operators not providing food service, but allowing for food to be provided by others, shall require food facilities operating at the event to comply with the requirements of this section.

5.20.210 – Edible Food Recovery Program - Food Recovery Services and Organizations

- (a) Food recovery services collecting or receiving edible food directly from commercial edible food generators shall maintain the following records:
 - (1) The name, address, and contact information for each commercial edible food generator that the service collects edible food from.
 - (2) The quantity in pounds of edible food collected from each commercial edible food generator per month.
 - (3) The quantity in pounds of edible food transported to each food recovery organization per month.
- (b) Food recovery organizations collecting or receiving edible food directly from commercial edible food generators shall maintain the following records:
 - (1) The name, address, and contact information for each commercial edible food generator that the organizations received edible food from.
 - (2) The quantity in pounds of edible food received from each commercial edible food generator per month.
 - (3) The name, address, and contact information for each food recovery service that the organization received edible food from for recovery.
- (c) Food recovery services and food recovery organizations shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in contract or agreement with them.
- (d) Food recovery organizations and services shall provide the City or City authorized entity, with a copy of the records maintained in (a) and (b) of this Section.

Article 10 – Refuse, Recyclables, and Organic Materials Collection Rates

5.20.220 - Rates Payable by All Occupants

Every tenant, occupant, or lessee of any premises within the City shall pay the collection, transportation, processing, and disposal fees as established by City Council Resolution and the provisions of this Chapter for residential, commercial, and industrial services rendered in the collection, transportation, processing, and disposal of refuse, recyclables, organic materials, leaf removal, and clean-up events.

5.20.230 - Customer Rates Set by City Council

- (a) The monthly rates for weekly and one time collection, transportation, processing, and disposal of refuse, recyclable materials, and organic materials for residential customers, shall be set by Resolution by the City Council.
- (b) Monthly fees for curbside collection, transportation, processing, and disposal of refuse, recyclable materials, and organic materials based on size of container and frequency of service for commercial and industrial customers, shall be set by Resolution of the City Council.
- (c) Rates may be reviewed annually. Rate adjustments may also be considered when changes in services are enacted by City Council, or at such times as may be deemed appropriate by the City or as may be required by any agreement with the contractor.
- (d) In setting mandatory customer refuse collection rates, the City Council will consider the following costs:
 - (1) Reasonable compensation to contractor for the collection and transportation of refuse, recyclables, and organic materials (labor, insurance, vehicles, maintenance, etc.).
 - (2) Purchase of containers and their maintenance.
 - (3) County tipping fees which include State fees.
 - (4) Recovery of direct and/or indirect City refuse, recyclable materials, and organic materials costs such as the City's administration of the contract and of City's refuse, recyclable materials, and organic materials management programs, a proportionate share of the refuse, recyclable materials, and organic materials related costs for utility billing incurred by the Finance Department, the proportionate share of staff time and resources by City staff dedicated to administration and enforcement of this Chapter and of the franchise agreement.
 - (5) Maintenance of a rate stabilization reserve in the Solid Waste Enterprise Fund to smooth future rate increases.
 - (6) A City franchise fee of not more than 10% of revenue may be collected.

5.20.240 - City Billing of Customer Rates

- (a) Unless otherwise decided by Resolution of the City Council, the City shall provide all services directly related to billing and collecting customer charges related to the handling and disposal of refuse, recyclable materials, and organic materials. In so doing, the City is acting as an agent of the contractor.
- (b) In the case of any such occupant who is a tenant, an advance deposit as specified in § 11.12.080 shall be required.
- (c) In the case of nonpayment of utility bills, the City reserves the right to cease delivery of water and refuse service to the billed entity until the nonpayment has been corrected as specified in § 11.12.050 (d).

Article 11 – Compliance Inspections, Enforcement, and Penalties

5.20.250 – Compliance Inspections and Penalties for Non-Compliance

- (a) The City or its designee will conduct inspections, route reviews, and compliance reviews to determine compliance with this Chapter. If the City or its designee determines that a waste

generator, self-hauler, hauler, or commercial edible food generator or other entity is not in compliance with this Chapter, the City or its designee shall provide educational materials to the entity describing its obligations under this Chapter, and a notice that compliance is required. This section does not allow the City or its designee to enter the interior of a private residential property for inspection.

- (b) If the City or its designee determines that a waste generator, self-hauler, hauler, or commercial edible food generator or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation and take enforcement action as described in Sections 5.20.260.

5.20.260 – Enforcement and Penalties

- (a) The City reserves the right to impose penalties and fees at its sole discretion in response to violations or instances of noncompliance with this Chapter. Violation of any provision of this Chapter shall constitute grounds for assessment of a notice of violation, administrative citation, and fine by a City Enforcement Official or representative. The City's procedures on imposition of administrative fines are set forth in Chapter 1.28 of this Code and are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection and review of administrative citations issued to enforce this Chapter.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The City may pursue civil action in the California courts to seek recovery of unpaid administrative fines. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations, exist such that court action is a reasonable use of City staff and resources.

(c) Process for Enforcement

- (1) Enforcement Officials will investigate and monitor compliance with this Chapter randomly and through compliance reviews, route reviews, complaint follow-up, and an inspection program.
- (2) The City may issue an official notification to inform the regulated waste generator of its obligations under this Chapter.
- (3) With the exception of generator contamination of container contents, the City may issue a Notice of Violation requiring compliance within 60 days of issuance of the Notice. A Notice of Violation shall include the following information:
 - (i) the name(s) of each person or entity to whom it is directed;
 - (ii) a description of the violation(s), including the relevant section(s) of this Code;
 - (iii) the compliance date by which the person or entity is to correct the violation(s);
 - (iv) the penalty for not complying within the specified compliance date.

Notices shall be hand delivered or mailed to the owner, manager, and/or tenant of the business or residence that is not in compliance.

- (4) If a person or entity fails to comply with the deadline set forth in the Notice of Violation, the City may issue an administrative citation and impose fines, pursuant to Chapter 1.28 of this Code.
- (5) The fine amounts shall be as set forth in Section 1.28.050 of this Code, subject to any minimum or maximum penalty amounts imposed by State law.

5.20.270 – Appeal Process

Persons or entities receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to Sections 1.28.070 through 1.28.110 of this Code.

5.20.280 – Compliance Deadline Extension Considerations

The City may use its discretion in, but is not obligated to, granting extensions to the compliance deadlines set forth in this Chapter if it finds that extenuating circumstances beyond the control of the respondent make compliance within the deadlines impracticable. These include the following:

- (a) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (b) Delays in obtaining discretionary permits or other government agency approvals; or
- (c) Deficiencies in organic waste recycling capacity infrastructure or edible food recovery capacity.

AGENDA ITEM 3.C

REQUEST

RECEIVE A QUARTERLY UPDATE FROM THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY (SSJCFA) ON THE IMPLEMENTATION OF THE EMPLOYEE TRANSITION PLAN AND THE REVIEW AND DEVELOPMENT OF FINANCIAL POLICIES AND PRACTICES

EXECUTIVE SUMMARY

In 2018, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a new joint powers agreement (JPA) for fire protection services, thereby creating the South San Joaquin County Fire Authority (SSJCFA) with the City continuing to serve as the “employer of record.” Contained within the JPA agreement is a statement on the intention of the member agencies to move toward having the SSJCFA “employ its own personnel to provide any or all of the services the Authority elects to provide.” Based upon direction from the SSJCFA Board of Directors, SSJCFA staff developed a comprehensive employee transition plan to move employees from the City of Tracy to SSJCFA.

On August 17, 2021, the District and the Tracy City Council passed resolutions to approve the Employee Transition Plan with an effective date of January 1, 2022. As part of the City of Tracy City Council approval, SSJCFA staff committed to work with the City and District to bolster financial policies and processes recommended by the Municipal Resource Group (MRG). SSJCFA staff also committed to providing the Tracy City Council quarterly updates of the transition plan implementation and the status of the review, development and implementation of SSJCFA financial policies and practices.

DISCUSSION

On September 21, 2021, the SSJCFA Board of Directors adopted resolutions contained in the employee transition plan that will serve as the basis for SSJCFA to employ personnel. The Board approved the Classification, Compensation, Employer-Employee Relations Policy, Personnel Rules, Administrative Policies, Master Pay Schedule, and the Position Control Roster. At a Special Meeting on September 30, 2021, the Board also approved the Classification Specifications (Job Descriptions). Additionally, on September 30, 2021 the City of Tracy was informed that SSJCFA employees will be allowed to remain on City medical, dental and vision plans.

On October 19, 2021 the SSJCFA Board of Directors approved labor contracts for Tracy Firefighters Association and the South County Fire Chief Officers Association. On the same date the Board adopted a resolution to establish Compensation and Benefits for the Unrepresented employee groups. The compensation, benefits and working conditions of both labor contracts and the resolution for unrepresented employees were based on the labor contracts recently approved by the City of Tracy.

SSJCFA continues to work with the City of Tracy on the contracts and processes for the City to provide Human Resource Services and Payroll Services to SSJCFA. SSJCFA

staff also continues to work to finalize contracts with vendors to provide the additional employee benefits that are currently offered by the City of Tracy (Employee Assistance Program (EAP), Life Insurance, Short/Long Term Disability, Deferred Compensation and Section 125 Plans). CalPERS continues to work on completing an updated valuation that will be used to prepare the new CalPERS contract. Staff is also finalizing the Workers' Compensation and general liability insurance plans.

On September 25, 2021, SSJCFA engaged the services of MRG to assist in the review and development of financial policies and practices for the Authority. Efforts include an update of current policies, development of a reserve policy, review and update of capital equipment replacement plans, establishing lease agreements and being available to assist the member agencies with determining and dividing existing unfunded liabilities. MRG continues to work with both Authority, City and District staff to develop financial processes that are agreeable to the member agencies of the Authority.

FISCAL IMPACT

There is no fiscal impact related to receiving this update.

STRATEGIC PLAN

This agenda item supports the following Council Strategic Priority, and specifically implements the following goal:

Goal 5: Partner with the South San Joaquin County Fire Authority to complete Phase 2 of the Personnel Transition Plan.

Objectives:

1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council.
2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.

RECOMMENDATION

Staff recommends the City Council receive the quarterly update from the SSJCFA.

Prepared by: Randall Bradley, Fire Chief

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

Approved by: Bob Adams, Interim City Manager

AGENDA ITEM 3.D

REQUEST

**APPROVE AN EMPLOYMENT AGREEMENT BETWEEN MICHAEL ROGERS AND
THE CITY OF TRACY TO SERVE AS CITY MANAGER**

EXECUTIVE SUMMARY

This item is on the agenda to allow the City Council to consider the approval of an Employment Agreement between Michael Rogers and the City of Tracy to serve as the City Manager.

DISCUSSION

The recruiting firm of Bob Hall & Associates was retained to conduct a recruitment and selection process for the City Manager position. After an extensive search and recruitment effort, Michael Rogers was selected as the preferred candidate from a pool of candidates to be Tracy's new City Manager.

Currently Mr. Rogers is the Deputy City Manager for the City of Glenn Heights, Texas. He has previously served as the Director of Transportation for the City of Dallas, Texas, Director of Transportation for City of Raleigh, North Carolina and Director of Public Works for City of Peoria, Illinois. Mr. Rogers has over twenty years of government experience and holds a Master's degree in Civil Engineering from Michigan State University and a Bachelor's degree in Construction Engineering from Lawrence Technology University. Mr. Rogers currently serves as a policy board member for the National Association of City Transportation Officials (NACTO).

Proposed employment terms between the City and Mr. Rogers are set forth in the attached employment agreement. The agreement specifies an annual salary of \$262,444 along with certain employment stipends.

Mr. Rogers will begin his duties at the City of Tracy on December 13, 2021. He will become Tracy's twelfth City Manager since 1954, when voters approved the City Council/City Manager form of government.

STRATEGIC PLAN

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

FISCAL IMPACT

There are sufficient budgeted funds to pay the salary and benefits for the City Manager position.

RECOMMENDATION

That the City Council, by resolution, approve an Employment Agreement between Michael Rogers and the City of Tracy to serve as City Manager.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Bob Adams, Interim City Manager
Karin Schnaider, Finance Director
Gregory Rubens, Interim City Attorney

Approved by: Gregory Rubens, Interim City Attorney

Attachments:

A - Proposed Employment Agreement – Michael Rogers

EMPLOYMENT AGREEMENT
BETWEEN
MICHAEL ROGERS AND THE CITY OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Michael Rogers, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. The City Council has conducted an extensive recruitment process for the City Manager position and has carefully evaluated EMPLOYEE's knowledge, experience, administrative skills and abilities and has decided to appoint EMPLOYEE to the position of City Manager.
- B. The City desires to secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment, make possible full productivity by assuring EMPLOYEE's morale and peace of mind with respect to future security, and act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE while also providing a just means for terminating EMPLOYEE's services at such time as EMPLOYEE may be unable to fully discharge EMPLOYEE duties due to age or disability; or when EMPLOYER may otherwise desire to terminate the EMPLOYEE.
- C. The parties have entered into this Agreement in recognition of the benefits accruing to each party. This Agreement will insure the retention of EMPLOYEE's services as City Manager and the performance of those duties in a manner which serves the best interests of the CITY, subject to the direction of the City Council.
- D. EMPLOYEE desires employment as the City Manager of the City of Tracy.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties agree as follows:

Section 1: Duties.

CITY agrees to employ Michael Rogers as City Manager of CITY to perform the functions and duties specified in Article 1 of Chapter 2.08 of Title 2, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term.

Except as otherwise expressly stated in this Agreement, the term of this Agreement shall be for an indefinite period of time. However, the EMPLOYEE serves at the will of City Council subject to the terms of Section 6 and 8 of this agreement. EMPLOYEE may resign at any time from EMPLOYEE'S position with the CITY provided EMPLOYEE gives the CITY 30 days written notice in advance and, in which event, EMPLOYEE forgoes any right to severance pay.

Section 3: Compensation and Benefits.

- A. Base Salary. The CITY agrees to pay EMPLOYEE an annual base salary of \$262,444, payable in accordance with a pre-determined schedule applicable to all CITY employees.

B. Cost of Living Adjustments. CITY agrees to increase the base salary automatically with any Cost of Living Adjustments provided to other employees covered by the most currently adopted Department Head Compensation and Benefit Plan.

C. Merit Increases in Compensation. CITY may also increase the base salary and/or other benefits of EMPLOYEE in the amount and to the extent as the CITY may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.

D. Health, Disability and Life Insurance Benefits. Upon commencement of employment, EMPLOYEE is entitled to receive the same health, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

E. Car Allowance. EMPLOYEE is entitled to receive a car allowance of \$500 per month, prorated per pay period.

F. Housing Allowance. EMPLOYEE is entitled to receive a housing allowance of \$750 per month, prorated per pay period, conditioned on maintaining his principal residence in the City of Tracy incorporated area, or its sphere of influence as defined by the San Joaquin County LAFCO. Should EMPLOYEE no longer maintain a principal residence as provided above, the housing allowance shall be suspended during the period the EMPLOYEE's principal residence is not in the City of Tracy or its sphere of influence.

G. Cell Phone Allowance. During the duration of EMPLOYEE's employment with CITY, EMPLOYEE shall be entitled, at EMPLOYEE's option, to either a Cellular Phone allowance of \$660 per year, prorated and allocated per pay period, or use, for City business, of a City-owned and paid for Cellular Phone.

H. Management Benefit Plan. EMPLOYEE is entitled to receive an annual Management Benefit allowance in the amount of \$2,960 per calendar year to be used at EMPLOYEE's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

I. Relocation and Moving Expenses. CITY shall reimburse EMPLOYEE for relocation and moving expenses actually incurred (EMPLOYEE's household goods, receipts required), from his principal residence in Texas to a residence within the City of Tracy or its Sphere of Influence in an amount not to exceed \$18,000. EMPLOYEE shall provide documentation of these costs within one year of the date of employment, which shall be reviewed by the Finance Department and reimbursed for appropriate expenses under this paragraph.

J. Accrual and Use of Leave.

1. Vacation Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 80 hours of vacation leave. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave at a prorated rate of 160 hours per year through December 12, 2026. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave in the same amount as provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

2. Sick Leave Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 40 hours of sick leave. Thereafter, EMPLOYEE shall accrue sick leave at the rate of 96 hours per year, prorated per pay period.

3. Management Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.

Upon commencing employment, EMPLOYEE shall be credited with a prorated amount of 120 hours of management leave for the remainder of the 2021 calendar year.

4. Use of Leave. EMPLOYEE is entitled to accrue all leave, without limit, and if EMPLOYEE's employment is terminated, either voluntarily or involuntarily, EMPLOYEE shall be compensated for all unused accrued vacation leave at the rate of pay on the date of separation. EMPLOYEE shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

H. Deferred Compensation. CITY shall contribute 5% of EMPLOYEE's base salary to EMPLOYEE's 401 Plan deferred compensation.

I. CalPERS (California Public Employees' Retirement System). EMPLOYEE shall pay the full employee contribution share under the applicable CalPERS formula.

Section 4: Performance Evaluation.

It is mutually agreed that the adopted operating budget for each fiscal year generally contains the goals and objectives developed by the CITY. Within 90 days of the date of this Agreement, or at some other mutually agreeable time, EMPLOYEE and the City Council will meet to discuss and establish performance goals for EMPLOYEE. A facilitator selected by EMPLOYEE and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the CITY. Thereafter, the City Council and EMPLOYEE shall meet on an annual basis to evaluate EMPLOYEE's performance. The City Council shall provide EMPLOYEE with a written performance evaluation in such format as the City Council may determine. If the City Council concludes EMPLOYEE's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted on one or more occasions during the term of this Agreement.

Section 5: General Business Expenses. CITY agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE for continuing and full participation in national, regional, state and local associations, and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the CITY. CITY shall review EMPLOYEE's requests for membership, professional development, and attendant travel thereto during the normal budget review process.

Section 6: Separation of Employment.

A. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement to provide a 30 day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE. EMPLOYEE shall be entitled to no further compensation after the date of termination.

B. This Agreement shall terminate immediately upon the occurrence of any of the following events:

- (i) the death of EMPLOYEE;
- (ii) the loss by EMPLOYEE of legal capacity;
- (iii) conviction of a felony;
- (iv) the willful breach of material duty by the EMPLOYEE in the course of EMPLOYEE's employment;
- (v) repeated and protracted unexcused absences from the City Manager's office and duties;
- (vi) conviction of an illegal act involving personal gain to EMPLOYEE; or
- (vii) is found to have committed an unethical act involving personal gain to EMPLOYEE and resulting in expulsion from the International City Management Association (ICMA).

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B of this Section 6, EMPLOYEE is entitled to the compensation earned by EMPLOYEE before the date of termination as provided for in this Agreement computed pro rata up to and including that date; EMPLOYEE shall be entitled to no further compensation after the date of termination.

D. EMPLOYEE may not be removed from office within a period of 120 days immediately following a general municipal election held in the City at which a member of the Council is elected. (Tracy Municipal Code §2.08.080(b).)

Section 7: Reimbursement to CITY.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if EMPLOYEE is subsequently convicted of a crime involving the abuse of EMPLOYEE's office or position;

B. If CITY pays for EMPLOYEE's legal criminal defense, EMPLOYEE shall fully reimburse the funds to the CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE'S office or position; and

C. If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE's office or position.

Section 8: Severance.

If EMPLOYEE involuntarily resigns or is terminated by the City Council for reasons other than those enumerated in Sections 6(A) or (B) above, EMPLOYEE is entitled to nine months of severance pay.

For the purpose of this Agreement, "severance" shall include base salary, CITY's contribution toward health benefit premiums, city paid life insurance premium and employer CalPERS retirement contributions subject to the limitations in Government Code Sections 53260 and 53261. The severance pay shall be paid in a lump sum payment to EMPLOYEE by the CITY within 15 working days after the effective date of EMPLOYEE's involuntary resignation or termination. As a prerequisite for CITY paying severance pay, EMPLOYEE shall sign and deliver to CITY a separation agreement approved by CITY.

Section 9: General Provisions.

A. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.

B. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under Title 2 of the Tracy Municipal Code.

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

CITY OF TRACY – EMPLOYER:

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

MICHAEL ROGERS – EMPLOYEE:

Michael Rogers
713 Sleepy Hollow Dr.
Cedar Hill, TX 75104

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

E. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

F. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE's death shall be paid to EMPLOYEE's executors, administrators, heirs, personal representatives, successors, and assigns.

G. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in effect.

H. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

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

J. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be on or before December 13, 2021.

CITY OF TRACY (EMPLOYER)

MICHAEL ROGERS (EMPLOYEE)

Nancy D. Young, Mayor



Michael Rogers

Dated: _____

Dated: 11/21/2021

ATTEST:

Adrianne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

Gregory J. Rubens, Interim City Attorney

Dated: _____

RESOLUTION 2021 - _____

APPROVING AN EMPLOYMENT AGREEMENT BETWEEN MICHAEL ROGERS AND
THE CITY OF TRACY TO SERVE AS CITY MANAGER

WHEREAS, An extensive recruitment and selection process for the City Manager position has taken place; and

WHEREAS, The City Council has carefully evaluated Michael Rogers' knowledge, experience, administrative skills and abilities and has decided to appointment him to the position of City Manager, and

WHEREAS, Michael Rogers and the City of Tracy desire to enter into an employment agreement to specify the duties, responsibilities, salary and benefits related to the City Manager position.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves an Employment Agreement between Michael Rogers and the City of Tracy attached to this agenda item and authorizes the Mayor to execute the Agreement.

The foregoing Resolution 2021 - _____ was adopted by the Tracy City Council on the 7th day of December 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.E

REQUEST

EXTEND COUNCIL AD-HOC FISCAL SUSTAINABILITY COMMITTEE; CONSIDER FISCAL SUSTAINABILITY STRATEGIES PROPOSED BY THE AD-HOC COMMITTEE; AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

The City Council will receive a presentation from staff on the projected fiscal health of the City's General Fund, including projected uncommitted reserves. This report also includes an update from the City Council Ad-Hoc Fiscal Sustainability Committee, comprised of Mayor Pro Tem Vargas and Council Member Arriola.

The City Council will be asked to consider two actions as part of this agenda item. The first is to consider a one-year extension of the Council Fiscal Sustainability Ad-Hoc Committee. The second is to provide direction, by motion, about recommended fiscal sustainability strategies proposed by the Ad-Hoc Committee.

DISCUSSION

On May 18, 2021, Council adopted the FY 2021-22 Operating and Capital Budget. After the budget adoption and prior to this report, the City Council approved two personnel and one non-personnel budget amendments to adopted budget. First, the City Council approved a cost-of-living adjustment of 3% for all personnel as of July 1, 2021; approximately \$1.4 million in the General Fund and \$2.5 million citywide. Secondly, the City Manager recommended the end of the hiring freeze that was put in place during the pandemic. The costs are estimated to be \$2.5 million in the General Fund and \$5 million citywide; however, as the rehiring process can take several months, the City will experience some budgetary savings from open positions. In addition, the City Manager recommended restoring funding to vehicle and equipment purchases; approximately \$1.1 million was added to the General Fund budget with this amendment. As part of the First Quarter Budget Update, the City Council considered an additional \$1.6 million in on-going expenses for the General Fund.

In July 2021, the City amended the projected Sales Tax revenues in the General Fund. As an outcome of the amended Sales Tax revenue, the City is projecting a surplus of \$22 million at the end of FY 2021-22. At the time of this report's development, the City has not received sufficient information that would change the projections. Staff is continuing to monitor lobbying efforts that seek to redistribute on-line Sales Tax revenues that would likely negatively impact the projected surplus. Given the instability of the revenue, staff recommends the treatment of this new revenue source as temporary; and therefore, forecasts the General Fund surplus to potentially cease after 3-4 years. The estimated five-year forecast projects an uncommitted fund balance of approximately \$60 million.

At the July 20, 2021 Special Meeting of the City Council, the Council directed the Ad-Hoc Committee to return with regular updates on the projected surplus and develop fiscal sustainability strategies for the General Fund. The Committee has worked with staff to develop four potential strategies that would utilize the surplus with an emphasis on having a positive long-term effect on the fiscal health of the General Fund. If adopted, by motion of the City Council, staff would incorporate these strategies into the development of the FY 2022-23 operating and capital budget. As an alternative, the City Council can discuss and recommend other strategies to staff.

The City Council approved the initial term of the Ad-Hoc Committee through December 31, 2020 with an extension through December 31, 2021. The Ad-Hoc Committee was established to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan for the City's General Fund. Since the formation of the Ad-Hoc Committee, the Committee has worked with staff to develop proposed guiding budget principles and recommended fiscal sustainability strategies. An extension of the Ad Hoc Committee is necessary to enable the Committee to complete the development of the fiscal sustainability plan and provide guidance on any related fiscal policies for Council consideration. Staff recommends that Council adopt a resolution extending the term of the Council Fiscal Sustainability Ad-Hoc Committee through December 31, 2022. As an alternative, the City Council may provide other direction to staff.

STRATEGIC PLAN

This agenda item supports the Council's 2021-2023 proposed strategic priorities under Governance. Specifically, this item facilitates the development and implementation of a fiscal sustainability plan to address the City's projected General Fund surplus.

FISCAL IMPACT

There is no fiscal impact associated with accepting the financial forecast presentation or providing direction to explore recommended fiscal sustainability strategies. The table below reflects estimated targets for each strategy category.

\$1M CalPERS (1% of GF revenues*)
\$1M Retiree Medical (1% of revenues*)
\$3M Deferred Maintenance (3% of revenues*)
\$3M Program Increase (3% of revenues*)

\$8M budget increase

*Note: Revenues defined as total General Fund revenues less Measure V-Sales Tax and Transfers In
Future discussion: 10% of revenue add to future community priorities pending survey

RECOMMENDATION

It is recommended that the City Council take the following action:

1. Provide direction regarding recommended fiscal sustainability strategies
2. Adopt a resolution extending the City Council Fiscal Sustainability Ad-Hoc Committee

Prepared by: Felicia Galindo, Budget Officer
Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A: Presentation of recommended Fiscal Sustainability Strategies



CITY COUNCIL FISCAL SUSTAINABILITY ADHOC COMMITTEE UPDATE GENERAL FUND FY 2021-2022

December 7, 2021

Presentation Outline

- Projected FY 21-22
 - Quarter 1 Proposed Budget Amendments
 - Revenue Enhancements
- Use of Reserves
 - One-time funding of personnel liabilities
 - CalPERs and Medical Leave Benefits
 - Deferred Maintenance
 - On-going staffing and operations
- ARPA update
- Next Steps



Think Inside the Triangle™



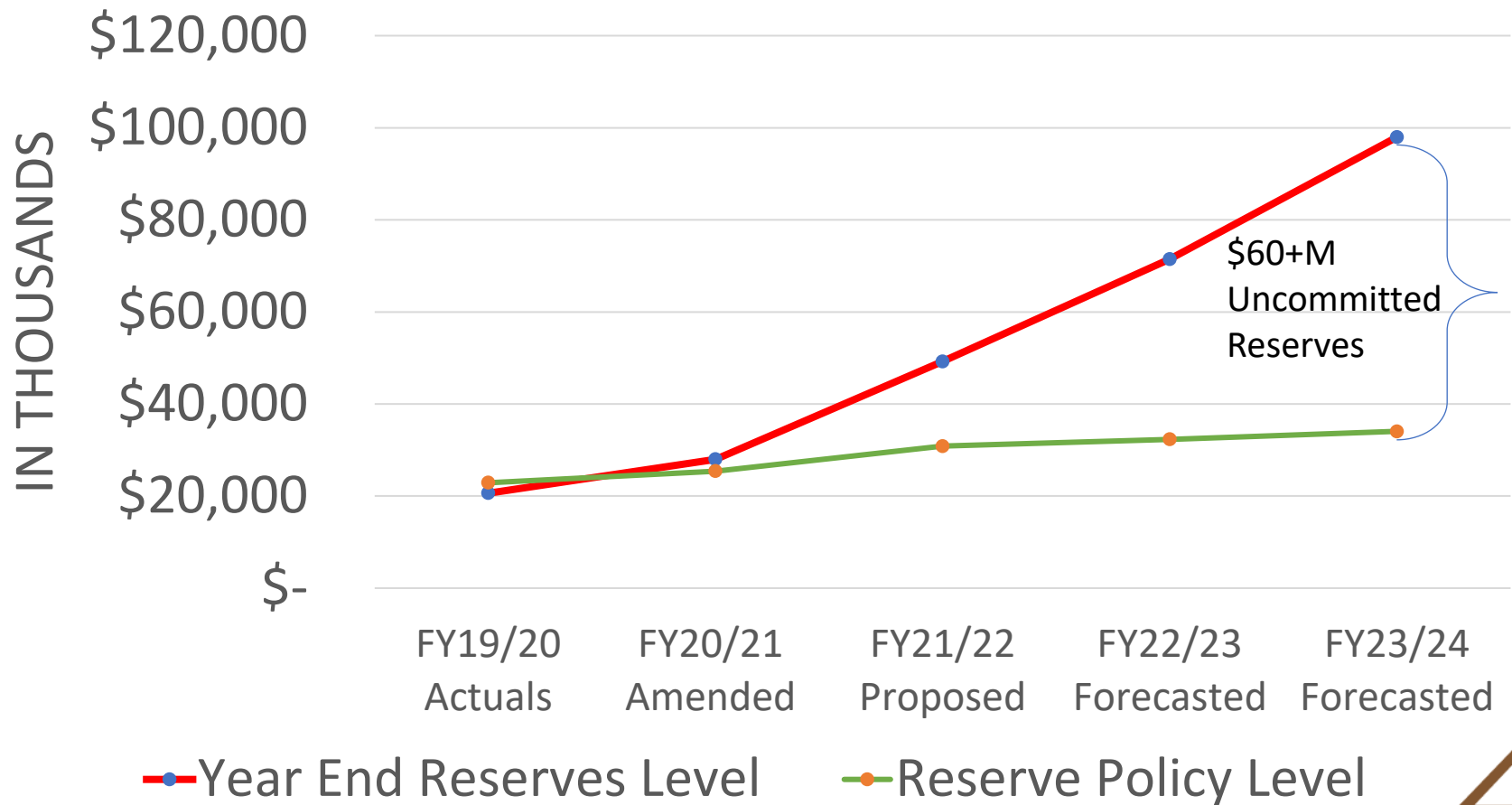
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General Fund Summary Amended FY 2021-22

(IN MILLIONS)

Revenues	\$ 123M
Expenses	100
Transfers In/(Out)	(15)
General Fund Surplus/(Deficit)	\$ 22M

General Fund Projected Reserves*



*Reserves updated to reflect 30% of Revenues (less Measure V)



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Revenue Enhancements

- Due to the uncertainty and potential challenges to on-line Sales Tax, it is treated in the forecast as temporary.
- To mitigate the potential future budget impacts, other revenue sources need to be identified.
 - Business License Tax
 - Fee increases
 - Legacy Fields, Parks, Grand
 - Higher Cost Recovery in Development
 - Cannabis Tax
 - Economic Development
 - Grants



USE OF RESERVES



Fund Personnel Liabilities

- CalPERs pension Unfunded Actuarial Liability (UAL)
 - Increase contributions 2-3% of payroll will reduce future liability
 - Updated CalPERs report under development and returning to City Council in March 2022
- Medical Leave Unfunded Actuarial Liability (UAL)
 - Increase contributions 2-3% of payroll will reduce future liability



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ILLUSTRATION: MISC Plan

Additional Payment of \$0.5M annually (approximately 0.5% of revenues)

IRREVOCABLE SUPPLEMENTAL (\$115) PENSION TRUST

Direct Payment to CalPERS Miscellaneous

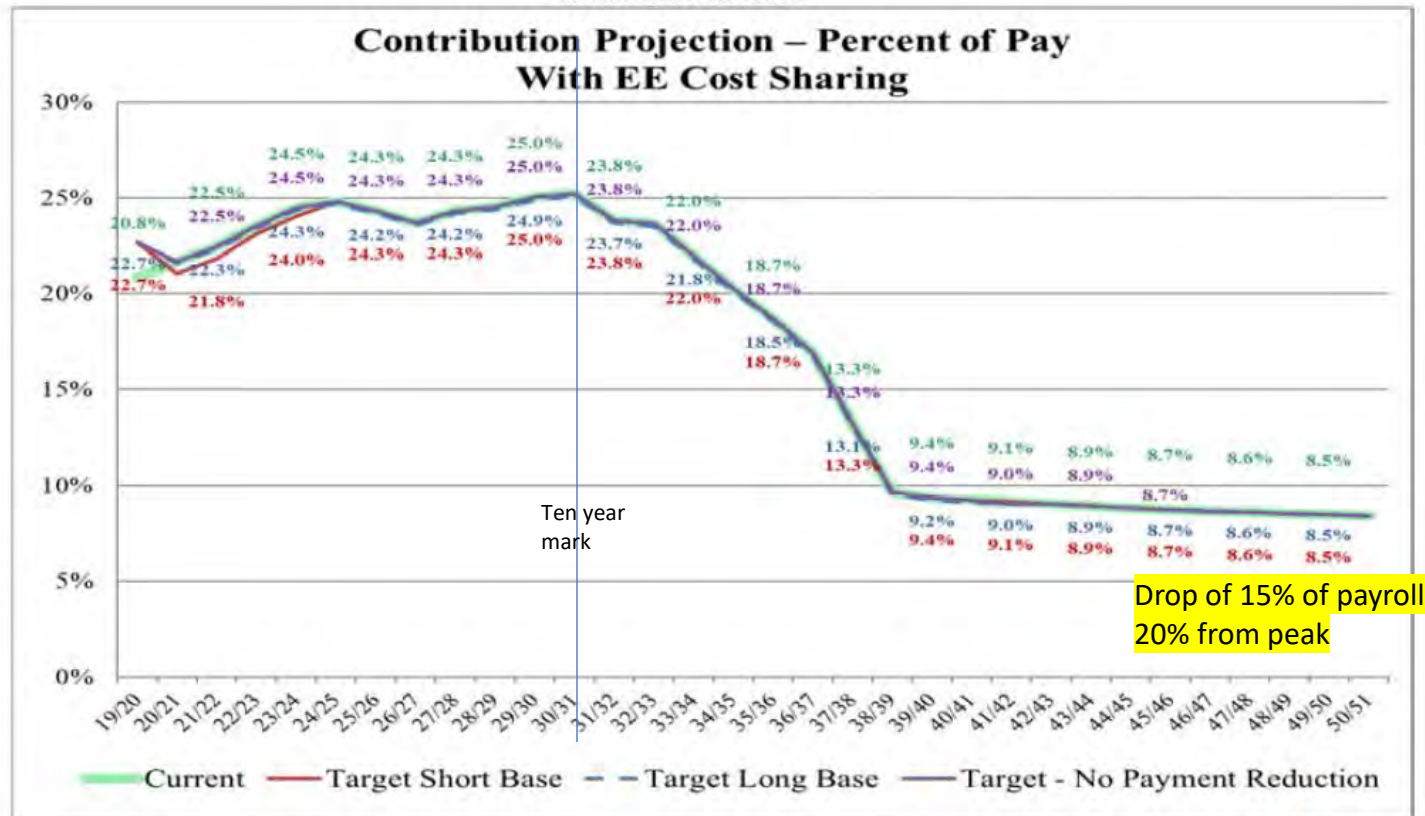


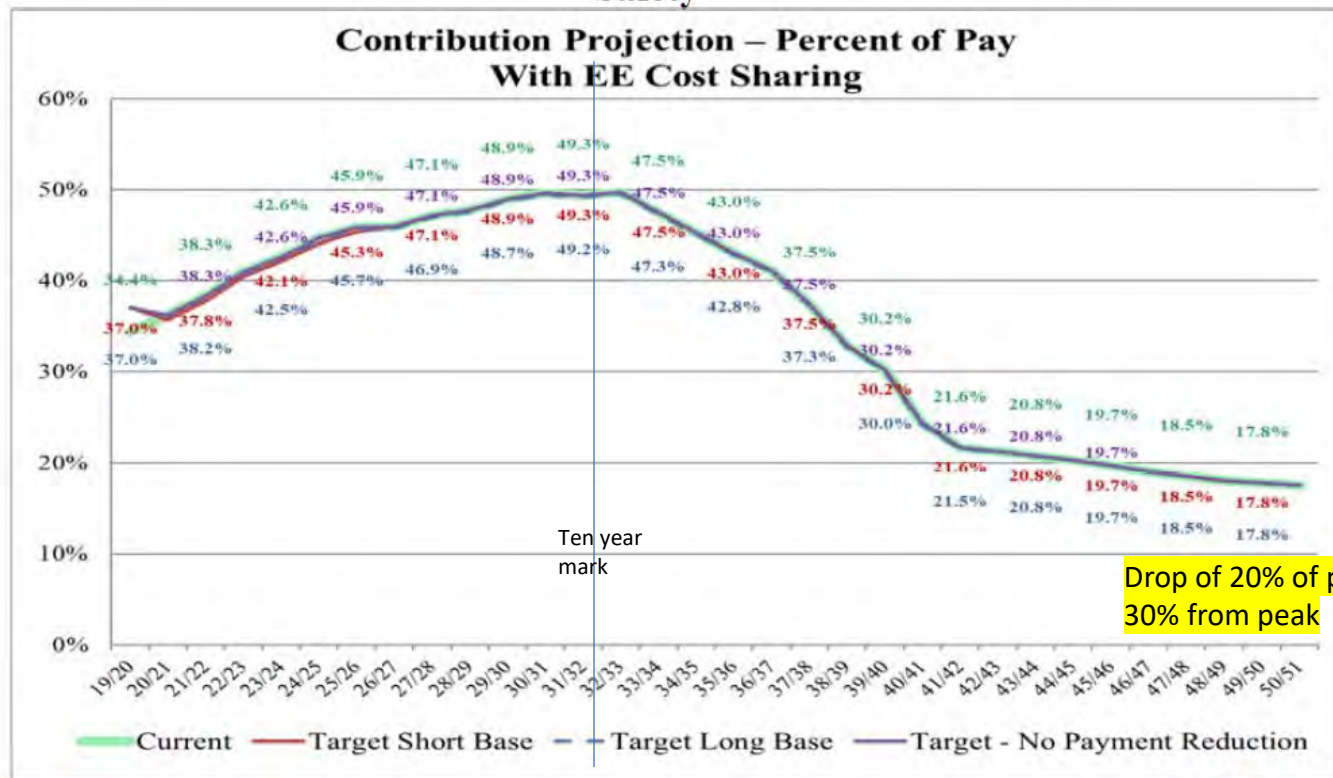
ILLUSTRATION: SAFETY Plan

Additional Payment of \$0.5M annually (approximately 0.5% of revenue)

IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

Direct Payment to CalPERS

Safety



March 3, 2020

81





Fiscal Strategy Recommendation

- Recommend funding an additional 2% payroll to pay down the unfunded accrued liability (CalPERs UAL)
 - o 2% payroll is approximately 1% of GF revenue or \$1M annually

✓ This long-term plan will mitigate future pension cost increases and allow future funds on to be available for greater range of municipal services.



Fiscal Strategy Recommendation

- Recommend funding an additional 2% payroll to pre-fund the Medical Leave Bank (retiree medical)
 - o 2% payroll is approximately 1% of GF revenue or \$1M annually

✓ This long-term plan will mitigate future retiree costs and allow future funds on to be available for greater range of municipal services.

Deferred Maintenance

- Examples:
 - Parks
 - Estimate 8-10 CIP annually to rotate all parks in 20-year cycle (approx. \$1M per park annually)
 - Estimate is need based and impacted by multiple funding sources (i.e. Grants, General Fund, LMD, and CFD funding)
 - Shortfall \$8M annually, (approx. 6% of GF revenues)
 - Street Contributions
 - Estimate is \$8M
 - Shortfall is \$4-5M annually, (approx. 4% of GF revenues)
 - Facilities
 - Estimate is \$3M; funding
 - Shortfall is \$2M annually (approx. 2% of GF revenues)

Community Survey

- 2021 National Community Survey for the City is currently under way to garner input on community priorities and concerns.
- The NCS™ is used to measure satisfaction levels of City services among residents across multiple service areas.
- The survey results will be presented to the City Council in February 2022:
 - The survey data will be used to guide budget planning, including service programming and maintenance demands;
 - Survey results will also be posted to the City website for public viewing.



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Fiscal Strategy Recommendation

- Recommend assigning 3% of GF revenue to fund an on-going citywide deferred maintenance plan
 - 3% of GF revenue is approximately \$3M annually
- Recommend revisiting funding for the deferred maintenance plan after survey results to match funding with community input

✓ This long-term plan will mitigate future maintenance costs and allow for the expansion of the deferred maintenance plan to meet community priorities.

Sample General Fund Staffing and Programs

- **Economic Development**

- Estimate is 5 fulltime equivalent (FTE)
 - Shortfall \$200,000 (2 FTE)

- **Homeless Services**

- Estimate is 4 FTE dedicated to community preservation, including encampment clean up and disposal
 - Shortfall \$400,000 (2 FTE, plus materials and equipment)

- **Park Maintenance**

- Estimate is 25 FTE
 - Shortfall \$750,000 (5 FTE, plus materials and equipment)

- **Police Patrol**

- Estimate is 71 FTE
 - Shortfall is \$1 million (3 FTE, plus materials and equipment)



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Fiscal Strategy Recommendation

- Recommend assigning 3% of revenue to fund an on-going citywide programs
 - 3% of revenue is approximately \$3M annually
- Recommend revisiting funding for citywide programs after community survey to match funding with input from community

✓ **These expenses are on-going to maintain the Council's strategic priorities, such as Quality of Life and Public Safety.**



Fiscal Strategy Recommendations

Recommendation for Budget Surplus

\$1M CalPERS (1% of revenues*)

\$1M Retiree Medical (1% of revenues*)

\$3M Deferred Maintenance (3% of revenues*)

\$3M Program Increase (3% of revenues*)

\$8M budget increase

*Revenues defined as total General Fund revenues less
Measure V-Sales Tax and Transfers In

❖ Future discussion: 10% of revenue add to future community priorities pending survey



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American Rescue Plan Act Update





Revised American Rescue Plan Act Funding Allocation



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Summary of Amended American Rescue Plan Act Funding Allocation

Eligible Programs (In Millions)	Revised Funding Allocation	Update
Provide Government Fiscal Response (Homeless Programs)	\$4.5	<i>Homeless shelter in design; developing warming center contract</i>
Hazard Pay (2% of salary)	\$1.5	<i>Complete: Paid in August 2022</i>
Address Economic Effects (Aid to Households, Businesses, Non-Profits)	\$4.5	<i>\$0.5 M to downtown parklets; \$0.5 contract services for business survey and development; remaining funding will be split between business, non-profits, and aid to households impacted by COVID-19.</i>
Investments in Infrastructure (Support for Water, Wastewater, Broadband)	\$3.0	<i>Developing CIP for Bessie Road reconstruction and utility infrastructure</i>
Total Estimated Funding	\$13.5	(funds must be spent by 2024)



Next Steps



Extend Ad-Hoc Committee

- The City Council approved the initial term of the Ad-Hoc Committee through December 31, 2020 with an extension through December 31, 2021.
- Staff recommends that Council adopt a resolution extending the term of the Council Fiscal Sustainability Ad-Hoc Committee through December 31, 2022.



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Next Steps

Return with General Fund budget discussions:

- ARPA programs
- Measure V funding update
- Business License Tax measure
- Diversity, Equity and Inclusion
- On-going deferred maintenance plan, staffing, and programs



➤ Budget discussions will tie the community survey expected to be completed this Spring.

Q&A



RESOLUTION _____

EXTENDING THE COUNCIL AD HOC FISCAL SUSTAINABILITY
SUBCOMMITTEE FOR ONE YEAR TERM

WHEREAS, The City Council may establish advisory committees to address an explicit purpose or need, and

WHEREAS, Advisory committees that are of limited duration (typically no more than a year), and are comprised of less than three members are known as “ad hoc” committees and are not subject to the Ralph G. Brown Act’s requirements, and

WHEREAS, At the April 7, 2020 Council meeting two Council Members were appointed to the ad-hoc committee, and

WHEREAS, The scope of the Council Ad-Hoc Committee is to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan for the City’s General Fund, and

WHEREAS, Approaches may include, but are not limited to budget strategies and fiscal policies, related revenue enhancement, cost containment, and use of other revenue sources such as Measure V and/or General Fund Reserves, keeping in mind planned recreational amenities, and

WHEREAS, Budget approaches that would require good faith bargaining with labor groups would not be discussed as part of the fiscal sustainability planning process, and

WHEREAS, Quarterly updates to the City Council will be scheduled on the regular agenda to inform Council Members and the public; and

WHEREAS, On May 19, 2020, the City Council adopted Resolution 2020-067 that established the City Council Fiscal Sustainability Ad-Hoc Committee, effective July 1, 2020 through December 31, 2020, and

WHEREAS, On March 9, 2021, the City Council adopted Resolution 2021-024 that established the City Council Fiscal Sustainability Ad-Hoc Subcommittee, effective January 1, 2021 through December 31, 2021, and

WHEREAS, The City Council desires to extend the City Council Fiscal Sustainability Ad-Hoc Subcommittee, effective January 1, 2022 through December 31, 2022;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby establishes the formation, membership, term and scope of a Council ad-hoc subcommittee to guide the development of a fiscal sustainability plan.

* * * * *

The Tracy City Council adopted the foregoing Resolution _____ on the 7th day of December, 2021, by the following votes:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.F

REQUEST

**DISCUSS IMPLEMENTING A CRIMINAL BACKGROUND CHECK PROCESS
FOR COUNCIL APPOINTEES TO CITY BOARDS AND COMMISSIONS AND
PROVIDE DIRECTION TO STAFF**

EXECUTIVE SUMMARY

On September 7, 2021, Council Member Dan Arriola, with a second from Mayor Nancy Young, requested a staff report to discuss implementing a criminal background check process for Council appointees to City boards and commissions. This item provides Council with an opportunity to discuss this issue and provide direction to staff.

DISCUSSION

State and Local Laws Regarding Criminal Background Checks

On January 1, 2018, California Fair Chance Act, also known as “Ban the Box,” codified in Section 12952 of the Government Code seeks to ensure that individuals with conviction records are more fairly considered for jobs by removing questions related to conviction history from the initial job application process and requiring that a conviction background check only be conducted after a conditional offer of employment has been made.

For employment with the City of Tracy, Section 2.08.090 of the Tracy Municipal Code defines eligibility requirements for employment candidates in the excepted or competitive service as those who have not been convicted of a felony or misdemeanor involving moral turpitude; provided, however, the appointing authority may disregard such conviction if they find and determine that mitigating circumstances exist. To ensure compliance with the Tracy Municipal Code, all City of Tracy employment candidates must submit to a Live Scan fingerprint check through the California Department of Justice (DOJ) following the extension of a conditional job offer. Authorized by California statute, the DOJ processes State of California and Federal Bureau of Investigation (FBI) fingerprint-based background checks.

The California DOJ maintains the statewide criminal record repository for the State of California. In this capacity, sheriff, police and probation departments, district attorney offices, and courts submit arrest and corresponding disposition information. The DOJ uses this information to compile records of arrest and prosecution, known as “RAP sheets,” for individuals and disseminates the information for law enforcement and regulatory (employment and licensing) purposes. RAP sheets are based upon fingerprint submissions, and therefore these records are positively identified biometrically; a process by which a person's unique identity is confirmed. Applicant fingerprints that match fingerprints in the DOJ database with an associated RAP sheet must be manually reviewed by a DOJ Technician, which may delay delivery of the criminal history report to the agency.

The DOJ designated Custodian of Records for the agency is required to conduct an individualized assessment of the conviction history for each employment candidate when the Live Scan check produces a RAP sheet with criminal convictions. Details of the conviction considered include the nature and gravity of the criminal history, the

amount of time that has passed since the conviction, the nature of the job the candidate is applying for and a nexus to the job duties being performed. This information is reviewed by the DOJ designated Custodian of Records and is not shared with the hiring department head. If the employer determines the conviction history disqualifies the candidate from employment, the candidate is notified in writing of the preliminary decision and the process to respond or appeal the preliminary decision. The appeal process may include evidence challenging the accuracy of the conviction history report, evidence of rehabilitation or circumstances the candidate believes are important for employer consideration pertaining to the specific conviction. If the agency determines the candidate is disqualified from employment consideration, the agency must notify the candidate of the decision in writing and provide the process to further appeal the agency's decision in addition to the right to file a complaint with the Department of Fair Housing and Employment (DFEH).

In addition to candidates for employment, City of Tracy volunteers with supervisory or disciplinary power over a minor and/or the elderly (age 65 and older) must submit to a Live Scan fingerprint check in compliance with the Tracy Municipal Code and Penal Code Section 11105.3. The conviction history is reviewed to verify there are no violations that place an individual in a position of trust for some of California's most vulnerable citizens, including elderly and children. Applicants for City of Tracy citizen board and commissions are not currently required to submit to the Live Scan fingerprint process. However, while some City board members and commissioners receive nominal stipends for their service, they are considered volunteers.

Processing Criminal Background Checks (i.e. Live Scan Process)

The Tracy Police Department charges \$32.00 to conduct a Live Scan and results are typically made available to the Police Department within 48-72 hours unless delayed by DOJ.

The agency Custodian of Records is responsible for the security, storage, dissemination, and destruction of the criminal records furnished to the agency and no other City staff personnel can access those records. Thus, if Council were to require City board and commission appointees to complete a Live Scan, the details of the underlying conviction would not be shared with Council and the only results would be limited to pass/fail.

Factors for Council to consider when providing direction on this issue:

- Staff was unable to identify another jurisdiction that requires volunteers serving on City boards and commissions to complete a background check prior to appointment, unless required by the Penal Code.
- Compliance with State and local laws regarding criminal backgrounds.
 - If Council decides to adopt a policy, the policy should identify the governmental interest being furthered by the policy.
- Costs associated with a completing Live Scans.
 - If Council wishes to implement a Live Scan requirement, staff recommends that it be conducted after the Council subcommittee has interviewed candidates but prior to presenting candidates to Council for appointment to minimize the number of Live Scans to be completed.
- Impact of completing Live Scans on the recruitment efforts for boards and commissions, including potential delays to selection of candidates and reducing the pool of potential applicants.

Based on Council's direction, staff will return to Council for further action.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority:

Governance Strategy

Purpose: To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment for the Tracy community.

FISCAL IMPACT

This agenda item will not require any expenditure of funds.

RECOMMENDATION

That the City Council discuss the background process for Council appointees to City boards and commissions and provide direction to staff.

Prepared by: JoAnn Weberg, Human Resources Manager

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

Approved by: Bob Adams, Interim City Manager

AGENDA ITEM 3.G

REQUEST

CONSIDER AN ORDINANCE AMENDING THE COMPENSATION FOR THE COUNCIL AND MAYOR IN ACCORDANCE WITH STATE LAW

EXECUTIVE SUMMARY

Government Code section 36516 provides that the salaries of city council members of a general law city may be enacted by ordinance and establishes restrictions on the monthly salaries of council members based on the population of a city. The City of Tracy is a general law city. The salaries for the Tracy City Council and Mayor were last reviewed in 2019.

This item requests that the Council review the salaries of its members and consider adopting an ordinance to amend these salaries in accordance with state law. This change in compensation shall be effective January 1, 2023, following certification of the results of the November 2022 City Council election.

DISCUSSION

Government Code section 36516 provides that the salaries of city council members in a general law city may be enacted by ordinance. Section 36516 also establishes maximum salary amounts for council members depending on population (\$600 per month for cities with a population between 75,001 and 150,000) and restricts annual increases to salaries to a maximum of five percent (5%) per calendar year for each calendar year (simple, non-compounded basis) from when the last salary adjustment was enacted. Section 36516.5 further provides that council salary increases shall not take effect until one of the council members commences a new term (i.e. the next municipal election). Section 36516.1 authorizes additional compensation for a directly elected mayor in recognition of their mayoral duties. The Attorney General's office has opined that adjustments to the additional compensation received by a mayor can take effect immediately. (See 89 Ops.Cal.Atty.Gen. 159). State law does not allow automatic future increases in salary (Section 36516(a)(4)). Section 6.1.2 of the adopted Code of Conduct states that the salaries of the Mayor and Council shall be reviewed every two years.

Currently, the monthly salaries of Tracy Council Members are \$936. The Mayor receives an additional \$100 per month for a total of \$1,036. These salary amounts were established pursuant to Ordinance 1283 adopted on January 21, 2020.

Pursuant to state law, the monthly salary of Council Members may be increased up to \$93, which is a ten percent (10%) increase over the current amount of \$936. This would result in a monthly salary of \$1029 for Council Members.

	Currently Monthly Salary	Max Allowable Increase 10% (5% x 2 years)	Total Maximum Salary Allowed
Council Members	\$ 936	\$93	\$1,029
Mayor	\$1,036	\$93	\$1,129

The Council may elect to increase its salaries up to the maximum amount of \$1,029 (an increase of 10%). If approved, the Mayor's total salary would be \$1,129. Staff has prepared a draft ordinance (Attachment A) that would codify the salaries of Council Members and the Mayor in the Tracy Municipal Code. The draft includes language setting Council salaries to the maximum amount allowed by state law (\$1,029) and maintains the additional compensation for the Mayor at \$100. This amount may be amended by Council at the meeting.

FISCAL IMPACT

Depending on Council's direction for a salary increase, staff will make the appropriate adjustment to the FY 2022/2023 base budget as the salary increase would go into effect upon the commencement of the newly elected City Council Members' terms.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends Council consider the following options:

1. No increase in Council and Mayor's monthly salaries, or
2. Increase Council Member monthly salaries by an amount between \$1 and \$93.
 - a. If so, introduce and waive the first reading of an ordinance amending Chapter 2.04 (City Council Organization and Procedure) of Title 2 (Administration) of the Tracy Municipal Code to add Section 2.04.060 "Council Member and Elected Mayor Compensation."

Prepared by: Nancy Ashjian, Assistant City Attorney
Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Bob Adams, Interim City Manager

ATTACHMENT:
A - Proposed Ordinance

ORDINANCE 2021-_____

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 2.04 (CITY COUNCIL ORGANIZATION AND PROCEDURE) OF TITLE 2 (ADMINISTRATION) OF THE TRACY MUNICIPAL CODE TO AMEND SECTION 2.04.060 "COUNCIL MEMBER AND ELECTED MAYOR COMPENSATION"

WHEREAS, On January 21, 2020, pursuant to Government Code section 36516, the City Council of City of Tracy adopted Ordinance No. 1283 setting the salary of Tracy City Council Members at Nine Hundred Thirty-Six dollars (\$936.00) per month; and

WHEREAS, Pursuant to Government Code section 36516.1, which permits an elected Mayor to receive additional compensation, the salary for the Mayor was set at an additional One Hundred Dollars (\$100) per month; and

WHEREAS, Pursuant to Government Code section 36516(a)(4) the City Council may set salaries for Council Members up to Six Hundred Dollars (\$600.00) per month based on a population between 75,001 and 150,000; and

WHEREAS, The California Department of Finance determined the total population of the City of Tracy is 98,601 as of January 1, 2021; and

WHEREAS, Pursuant to Government Code section 36516(c) any adjustment to Council Member salaries may not exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment; and

WHEREAS, The last adjustment to the salaries of the Tracy City Council Members was operative on January 1, 2021, thus the maximum salary increase allowed under state law is a 10 percent (10%) increase of the current \$936.00 per month salaries for Council Members.

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

SECTION 1: The following shall amend Section 2.04.060 of Chapter 2.04 of Title 2 of the Tracy Municipal Code:

"Section 2.04.06 Council Member and Elected Mayor Compensation:

- (a) The salary of each member of the City Council of the City of Tracy shall be set at One Thousand and Twenty Nine (\$1,029) per month.
- (b) The Mayor shall receive an additional \$100 per month in compensation."

SECTION 2: This ordinance shall take effect thirty (30) days after the final passage and adoption, however, pursuant to Government Code section 36516.5, this change in compensation shall be effective January 1, 2023, following certification of the results of the November 2022 City Council election.

SECTION 3: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary

form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the name of the Council Members voting for and against the ordinance. (Gov't Code section 36933).

* * * * *

The foregoing Ordinance ____ was introduced at a regular meeting of the Tracy City Council on the 7th day of December 2021, and finally adopted on the ____ day of _____, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK