AMENDED AGENDA
Presentation Added
Revision Made to Agenda Item 6

TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 18, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza *Web Site:* *www.ci.tracy.ca.us*

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

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. Opening Flag Ceremony – Cub Scout Pack #525
2. Certificate of Recognition – National Appointment to American Legion Auxiliary 100th Anniversary Celebration Committee
3. Measure V Committee Annual Report

1. CONSENT CALENDAR

A. Approval of September 4, 2018, closed session and regular meeting Minutes

B. Approve a Two Year General Services Agreement with Stockton Petroleum Company, Inc., of Stockton, CA, for Gasoline and Diesel Fuel Supply Services and Authorize the City Manager to Execute the Agreement and Any Extensions or Minor Amendments to the Agreement

C. Approve the First Amendment to the Subdivision Improvement Agreement for Tracy Hills Phase 1A, Tract 3878, and Authorize the City Clerk to File the First Amendment with the Office of the San Joaquin County Recorder

D. Approve a Professional Services Agreement for the Citywide Roadway, Transportation and Bikeways Master Plan Update (CIP 73173 & CIP 78171) and Approve an Appropriation of $100,000 from Fund 363 for CIP 73173 for FY 2018-19

E. Approve Amendment No.1 to Professional Services Agreement with IBI Group for the Boyd Service Center Renovation Phase 2 Project (CIP 71091) with a Not to Exceed Amount of $24,500, and Authorize the City Manager to Execute the Agreement

F. Approve Memorandum of Understanding (MOU) with Humphreys University for Use of City Facilities to Administer its Higher Education Programs

G. Waive Second Reading and Adopt Ordinance 1262, an Ordinance of the City of Tracy Adopting the Avenues Specific Plan, Amending Title 10 of the Tracy Municipal Code to Include the Avenues Specific Plan Zone, and Prezoning the Avenues Project Site Consisting of Approximately 95 Acres in Unincorporated San Joaquin County Located at 12650 and 12500 W. Valpico Road (Assessor's Parcel Numbers 240-140-05 & 240-140-06) to the Avenues Specific Plan Zone, Application Numbers SPA16-0003, ZA16-0001, and A/P16-0001

H. Waive Second Reading and Adopt Ordinance 1263, an Ordinance of the City of Tracy Amending Chapter 3.04 of the Tracy Municipal Code Pertaining to "Fireworks"

I. Approve the Memorandum of Understanding Between the City of Tracy and the Tracy Police Officers Association, Authorize the City Manager to Increase Appropriations, and Authorize an Amendment of the City Master Salary Schedule

J. Approve the Memorandum of Understanding Between the City of Tracy and the Tracy Technical Support Services Employee Association, Authorize the City Manager to Increase Appropriations, and Authorize an Amendment of the City Master Salary Schedule

K. Approve Responses to the San Joaquin County Grand Jury Final Report 2017-2018

L. Award a Construction Contract to Teichert Construction of Stockton, California, for the Reconstruction of the Tracy Municipal Airport Tee-Hangar Taxilanes, CIP 77037, AIP No. 3-06-0259-19-2018, Approve Task Order No. 8 to R. W. Brandley Master Professional Services Agreement, and Authorize the Transfer of Funds in the Amount of $2,982,100 from 77037 to CIP 77580

M. Award a Construction Contract to Central Valley Automated, Inc., of Fresno, California for the Construction of a New Airport Beacon Light on the Existing Tower at the Tracy Municipal Airport, CIP 77037, AIP NO. 3-06-0259-19-2018, Approve Task Order No. 7 TO R. W. Brandley Master Professional Services Agreement, and Approve the Transfer of Funds in the Amount of $50,050 for this Project 77037 to CIP 77581

2. ITEMS FROM THE AUDIENCE

3. APPROVE THE RENAMING OF TRACY BALL PARK TO RITTER FAMILY BALL PARK

4. CONSIDER STAFF'S RECOMMENDATION FOR AWARD OF MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) RECONNECTING OUR YOUTH (ROY) GRANT PROGRAM FUNDS FOR FISCAL YEAR 2018-2019 AND APPROVE THE FUNDING AGREEMENTS FOR THE PROGRAM, AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS, AND APPOINT TWO COUNCIL MEMBERS TO SERVE ON AN AD HOC SUBCOMMITTEE TO WORK WITH THE CITY STAFF TO UPDATE THE MCYSN GOALS AND OBJECTIVES FOR FISCAL YEAR 2019-2020

5. RECEIVE AND FILE ESTIMATED TOTALS FOR THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2018 AND ADOPT THE RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO INCLUDE APPROPRIATIONS FOR THE ADDITION OF TWENTY-ONE POSITIONS AND DELETION OF FOUR POSITIONS FROM THE POSITION CONTROL ROSTER

6. APPROVE AN AGREEMENT BETWEEN THE CITY OF TRACY AND GIANT PROPERTIES, INC. LLC, FOR THE LEASE OF A UNIT AT 1325. N. MACARTHUR DR. FOR THE PURPOSE OF STORAGE AND PROCESSING OF EVIDENCE AND PROPERTY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE OPTIONS TO EXTEND AND MINOR AMENDMENTS TO THE AGREEMENT

7. DISCUSS THE PROPOSED AMENDMENT TO CHAPTER 6.36 OF THE TRACY MUNICIPAL CODE (TMC) FOR CANNABIS (MARIJUANA) NON-STOREFRONT (DELIVERY ONLY) RETAILERS AND AMENDMENT TO SECTION 10.08.3196 OF THE TMC REGARDING ESTABLISHING ZONING AND LOCATION REQUIREMENTS, AND PROVIDE FEEDBACK TO STAFF

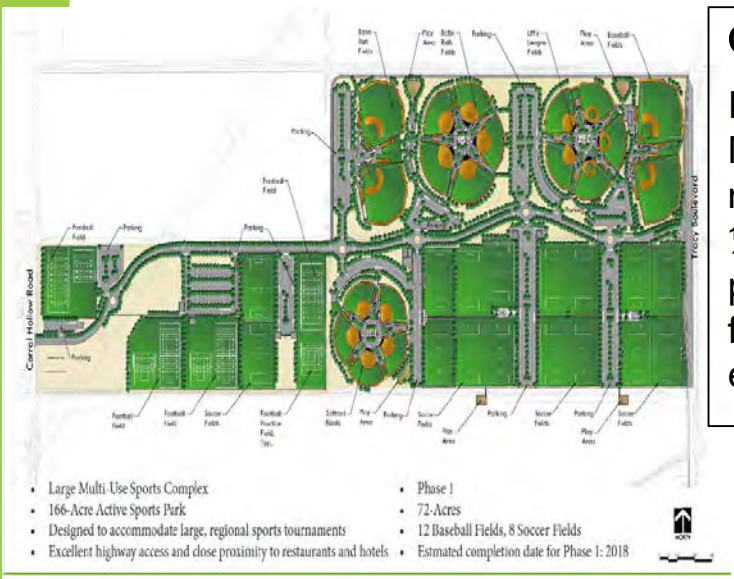
8. ITEMS FROM THE AUDIENCE

9. STAFF ITEMS

10. COUNCIL ITEMS

11. ADJOURNMENT

City of Tracy

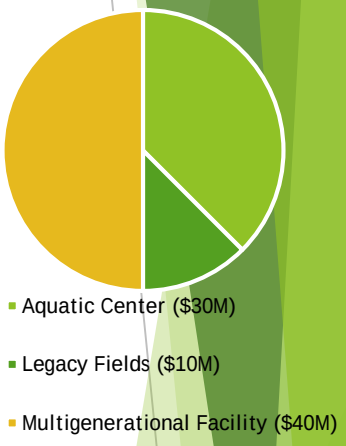


City of Tracy Measure V at Work:

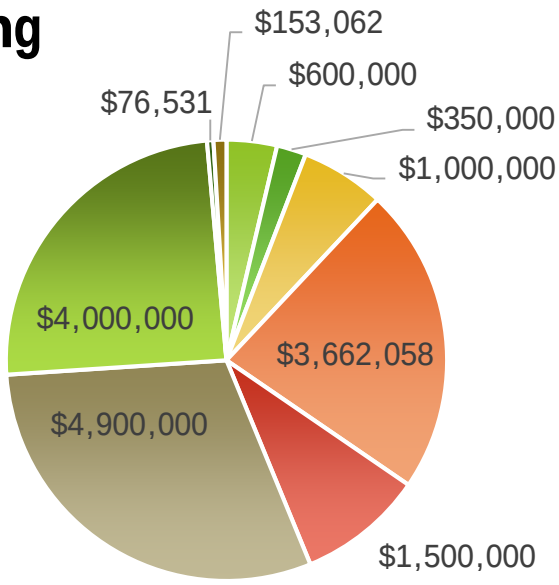
In 2016, Tracy voters approved Measure V, a general local revenue measure in the form of a ½ percent sales tax increase to provide funding for City services/ facilities. Measure V became effective April 1, 2017.

Measure V: To provide funding for City services/facilities, including: police (patrol, 911, command, gang/narcotics enforcement, crime investigations, other police services); fire protection, emergency, and other fire services; support services; street, median, and park repair/maintenance; senior/youth services; planning and business retention/attraction; building facilities (such as parks/sports fields); other general services; shall the City of Tracy enact a 1/2¢ sales tax for 20 years, providing $7 million dollars annually, with citizens' oversight, and all funds spent locally.

Planned Amenities



Committed Funding



- Senior Center Upgrade
- Senior Center Construction
- Aquatic Center
- Legacy Fields 1C
- Legacy Fields 1D Planning
- Legacy Fields 1D Construction
- Multigen Facility Planning
- .50 Senior Accountant
- 1.0 Parks Planning Dev. Mgr.

MEASURE V REVENUE

	Actuals - Q3 2018			Forecast	Total	Total Estimate		
	This quarter	Year to date	Cumulative *	(Q4 2018 to FY 2037)	Projected	This Period	Prior Period	Change +/-
Total Revenue	$ 2,200,944	$ 6,903,669	$ 8,815,178	$ 178,657,350	$ 187,472,528	$ 187,472,528	$ -	$ 187,472,528

COMMITTED MEASURE V FUNDS

	Actuals - Q3 2018			Forecast	Total	Total Budget				
Amenities & Programs	This quarter	Year to date	Cumulative *	(Q4-18 to FY 2037)	Projected	This Period	Prior Period	Change +/-	Council Mtg	Resolution
Senior Center	**$ 115,491**	**$ 115,491**	**$ 115,491**	**$ 834,509**	**$ 950,000**	**$ 950,000**	**$ -**	**$ 950,000**		
Senior Center Upgrade (71093/ 78155)	$ 115,491	$ 115,491	$ 115,491	$ 484,509	$ 600,000	$ 600,000	$ -	$ 600,000	2/6/2018	2018-021
Senior Center Construction Contract (71093/ 78155)				$ 350,000	$ 350,000	$ 350,000	$ -	$ 350,000	7/17/2018	2018-141
Legacy Fields	**$ 3,198,856**	**$ 3,198,856**	**$ 3,198,856**	**$ 6,863,212**	**$ 10,062,068**	**$ 10,062,068**	**$ -**	**$ 10,062,068**		
Legacy Fields 1D Planning (78164)	$ 20,205	$ 20,205	$ 20,205	$ 1,479,795	$ 1,500,000	$ 1,500,000	$ -	$ 1,500,000	3/6/2018	2018-043
Legacy Fields 1C (78163)	$ 3,178,651	$ 3,178,651	$ 3,178,651	$ 483,417	$ 3,662,068	$ 3,662,068	$ -	$ 3,662,068	3/6/2018	2018-044
Legacy Fields 1D Construction (78164)				$ 4,900,000	$ 4,900,000	$ 4,900,000	$ -	$ 4,900,000	7/17/2018	2018-146
Aquatic Center	**$ -**	**$ -**	**$ -**	**$ 30,000,000**	**$ 30,000,000**	**$ 30,000,000**	**$ -**	**$ 30,000,000**		
Aquatic Center (78054)	$ -	$ -	$ -	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ -	$ 1,000,000	3/6/2018	2018-043
Aquatic Park - Future				$ 29,000,000	$ 29,000,000	$ 29,000,000		$ 29,000,000	3/6/2018	
Multigenerational Facility	**$ 110,056**	**$ 110,056**	**$ 110,056**	**$ 39,889,944**	**$ 40,000,000**	**$ 40,000,000**	**$ -**	**$ 40,000,000**		
Multigenerational Facility Planning (78178)	$ 110,056	$ 110,056	$ 110,056	$ 3,889,944	$ 4,000,000	$ 4,000,000	$ -	$ 4,000,000	3/6/2018	2018-043
Multigenerational - Future	$ -	$ -	$ -	$ 36,000,000	$ 36,000,000	$ 36,000,000	$ -	$ 36,000,000	3/6/2018	
Other	**$ 30,136**	**$ 30,136**	**$ 30,136**	**$ 199,457**	**$ 229,593**	**$ 229,593**	**$ -**	**$ 229,593**		
.50 Senior Accountant	$ 13,965	$ 13,965	$ 13,965	$ 62,566	$ 76,531	$ 76,531	$ -	$ 76,531	12/19/2017	2017-273
1.0 Parks Planning Development Manager	$ 16,171	$ 16,171	$ 16,171	$ 136,891	$ 153,062	$ 153,062	$ -	$ 153,062	3/6/2018	2018-043
Total Use of Funds	$ 3,454,539	$ 3,454,539	$ 3,454,539	$ 77,787,122	$ 81,241,661	$ 81,241,661	$ -	$ 81,241,661		

MEASURE V - AVAILABLE FUTURE COMMITMENT

	Total Estimate		
	This Period	Prior Period	Change +/-
Total Available Future Commitment	$ 106,230,867	$ -	$ 106,230,867

*** Since start date of Measure V**

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

September 4, 2018, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:00 p.m. for the purpose of a closed session to discuss the items outlined below.

2. ROLL CALL – Roll call found Council Members Dement, Young, Mayor Pro Tem Vargas, and Mayor Rickman present. Council Member Ransom arrived at 6:04 p.m.

3. ITEMS FROM THE AUDIENCE – Dave Helm spoke in support of City Manager Randall Bradley stating he hoped Mr. Bradley gets recognition for what he has accomplished as City Manager. Mr. Helm added the City will have to hire in the near future and he hoped things will tone down to attract candidates. Some things that have gone on recently are counterproductive and not good for employee moral or the City.

4. CLOSED SESSION

   1. CONFERENCE WITH LABOR NEGOTIATORS

      Pursuant to Government Code Section 54957.6

      - City Negotiators:

        Randall Bradley, City Manager
        Midori Lichtwardt, Interim Assistant City Manager
        Kimberly Murdaugh, Interim Director of Human Resources
        Karin Schnaider, Finance Director
        Thomas Watson, City Attorney
        Tim Davis, Special Counsel

      - Employee Organizations:

        City of Tracy Police Officers Association
        (TPOA)

   2. Personnel Matter (Gov. Code, § 54957)

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

      Position Title: City Manager

5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to recess the meeting to closed session at 6:04 p.m. Roll call vote found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 7:02 p.m.

7. REPORT OF FINAL ACTION – There was no report of final action.

8. ADJOURNMENT – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adjourn the meeting. Roll call vote found Council Members Dement, Ransom, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered. Time 7:02 p.m. Council Member Young absent.

The agenda was posted at City Hall on August 30, 2018. The above are action minutes.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

September 4, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza *Web Site:* www.ci.tracy.ca.us

Mayor Rickman called the meeting to order at 7:04 p.m. and led the Pledge of Allegiance

Invocation was offered by Imam Latif Rahman, Tracy Islamic Center

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

Randall Bradley, City Manager, presented the Employee of the Month award for September 2018 to Dan Summa – Media Services Coordinator

Cynthia Souza and Anne Langley, Grand Foundation presented Artist Proof of Re-Creation of Mural at Grand Theatre Center for the Arts to Mayor Rickman and Les Serpa, Surland Companies

1. CONSENT CALENDAR – Following the removal of items 1.F by Council Member Ransom, 1.G by staff, and 1.H by Michael Maciel it was moved by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.

   A. Approval of August 8, 2018, special meeting minutes, August 21, 2018 Closed Session and August 21, 2018 Regular Meeting Minutes – Minutes were adopted

   B. Waive Second Reading and Adopt Ordinance 1260, an Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) and Repealing Ordinance No. 1224 to the Extent Inconsistent with this Ordinance – Ordinance 1260 was adopted

   C. Waive Second Reading and Adopt Ordinance 1261, an Ordinance of the City Council of the City of Tracy Adding Section 2.04.050 to the Tracy Municipal Code Prohibiting Members of the City Council, Boards and Commissions, City Treasurer and Appointed Employees from Contracting with the City – Ordinance 1261 was adopted

   D. Authorize a Federal Grant Application for Section 5307 U.S. Department of Transportation Federal Transportation Administration Funds in the Amount of $5,397,135 for Tracer Public Transportation Services; Certification of Application Assurances; and Authorize the City Manager or Designee to Execute the Grant Documents – Resolution 2018-173 authorized a Federal Grant Application for Section 5307 U.S. Department of Transportation Federal Transportation Administration Funds

   E. Approve Amendment No. 2 to the Memorandum of Understanding Between the City of Tracy and the South Side Community Organization of Tracy, California – Resolution 2018-174 approved Amendment No. 2 to the Memorandum of Understanding

G. Approve an Amendment to the Master Professional Services Agreement with Burke Williams Sorensen LLP for Special Counsel Services to Increase Compensation by an Additional $50,000, for a Total Not-to-Exceed Amount of $175,000 and Authorize the City Manager to Execute the Amendment – Agenda item pulled by staff.

I. Approving the Memorandum of Understanding Between the City of Tracy and the South County Fire Chief Officers Association, Authorize the City Manager to Increase Appropriations and Authorize an Amendment of the City Master Salary Schedule – Resolution 2018-175 approved the Memorandum of Understanding between the City of Tracy and the South County Fire Chief Officers Association

J. Approve the Final Subdivision Map and Subdivision Improvement Agreement for Tracy Hills Village 7A, Tract 3955, and Authorize the City Clerk to File the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder – Resolution 2018-176 approved the Final Subdivision Map and Subdivision Improvement Agreement

K. Approve Memorandum of Understanding with California State University, Stanislaus, for Use of City Facilities to Administer their Executive MBA Cohort Program in Tracy – Resolution 2018-177 approved the Memorandum of Understanding with California State University, Stansilaus

F. Award a Construction Contract to Cazadoro Construction of San Francisco, California for $379,700, Approve a Contingency Amount, and Authorize a CIP Budget Transfer of $200,000 from CIP 78172 for the McDonald Park Splash Pad Recirculation System Project, CIP 78162

Council Member Ransom pulled the item for clarification regarding the impacts for CIP 7172 - Community Center Expansion, and the nexus between McDonald Park and the Community Center.

No one from the public wished to speak.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to adopt **Resolution 2018-178** awarding a construction contract to Cazadoro Construction of San Francisco, California for the McDonald Park Splash Pad recirculation system project, CIP 78162, in the amount of $379,700 with a contingency amount of $38,000, for a total project cost of $480,000, and authorize a CIP budget transfer of $200,000 from CIP 78172 to CIP 78162

H. Authorize City of Tracy Human Resources Department to Access State Federal Criminal History Information for Employment (Including Volunteers and Contract Employees) Background and Certification Purposes

Michael Maciel pulled the item for discussion

Kimberly Murdaugh, Interim Human Resources Manager presented the staff report.

Michael Maciel supported the item but asked if it will it be used for all employment backgrounds or for those working with children for seniors, and would it be applied retroactively.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt **Resolution 2018-179** authorizing the City of Tracy Human Resources Department to access State and Federal level summary criminal history information for employment (including volunteers and contract employees) background and certification purposes. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE - Dave Helm stated his business had been broken into eight times over a two week period. Mr. Helm expressed gratitude for Officers Hicks and Steel for their work on the case.

Michelle Jimmerson referenced comments made by Mayor Rickman to Council Member Young at the last Council meeting in regards to berating the City Manager in public, and referenced a previous City Council meeting where Ms. Jimmerson stated the Mayor was rude and disrespectful to former Police Chief Esquivel and other members of the Police Department. Ms. Jimmerson asked for clarification of whether the Police Chief was fired or on administrative leave.

Dave Anderson stated the AWOS went live this past weekend. Mr. Anderson acknowledged the improvement to safety at the airport and thanked City Council for their support.

Paula Bacha, Eleassia Davis, Christina Gonzaga, Alice English, Richard English, Rodney Davis, and Jerilynn Martin expressed their concerns about allegations made at the National Night Out event held at the Edgewood subdivision.

Council Member Ransom responded to allegations made by members of the public.

Patricia Alvarez praised the current and past Police Department.

Robert Tanner expressed his concerns regarding people in attendance being intimidated at the previous Council meeting and being asked to leave the Chambers by the Fire Marshal and Fire Chief due to reaching full occupancy capacity, Mr. Tanner added no one has taken a head count during DARE presentations in the nine years he has been attending Council meetings,

Steve Nicolaou expressed his concerns regarding treatment that Mr. Hammudi received at the National Night Out event in the Edgewood Subdivision. Mr. Nicolaou apologized to Mr. Hammudi and suggested City Council may want to consider removing Alice English from a City Commission.

Roger Birdsall expressed his disappointment regarding the limitations placed on the members of public to speak at the previous Council meeting under items from the audience. Mr. Birdsall added this is our city and our money and we hired you to set policies, to hire City Manager and City Attorney and not to run this city.

Michael Maciel stated in 2016 at the National Night Out event in the Edgewood development students from Bulldog and Jaguar were wearing Mayor Rickman stickers on their shirts and campaign literature was being handed out at that city event. Mr. Maciel requested City Council revisit his complaint regarding Alice English's conduct at the January 5, 2018 rail commission meeting where she identified herself as City of Tracy Commissioner and attacked a citizen being considered for appointment.

Trina Anderson stated she was ashamed of some community members due to the sign lady being threatened for supporting Mayor Rickman, a business women and resident being bullied to take down Mayor Rickman stickers off their windows.

3. PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE APPROVING OF THE AVENUES SPECIFIC PLAN, CREATION OF THE AVENUES SPECIFIC PLAN ZONE, AND PREZONING THE PROJECT SITE TO AVENUES SPECIFIC PLAN ZONE, AND ADOPTION OF A RESOLUTION APPROVING THE AVENUES MITIGATED NEGATIVE DECLARATION AND SUBMISSION OF AN ANNEXATION APPLICATION FOR THE AVENUES SITE LOCATED ON 12650 AND 12500 W. VALPICO ROAD (ASSESSOR'S PARCEL NUMBERS 240-140-05 AND 240-140-06)

Andrew Malik, Development Services Director, Kimberly Matlock, Associate Planner and Dave Bramell, Fire Chief presented the staff report.

John Anderson, President of J.B. Anderson Land Use Planning representing Greystone Land Investment provided a Powerpoint presentation regarding the Avenue Specific Plan.

City Council questions and comments followed.

Mayor Rickman opened the public hearing

Trina Anderson asked if there would be wide enough roads to accommodate bike paths.

Amer Hammudi asked if the City is asking developers to make sure that a gigabit web access is part of the infrastructure being included in new development. Mr. Hammudi encouraged staff to work with utilities to make the gigabit access available to all of Tracy.

Tim Silva stated cycling is a serious activity in the community. Mr. Silva suggested creating a master plan for cycling, which will make people feel safer and tie communities together.

Jerry Young asked about the widening of Valpico Road and setback requirements.

Alison Quinteros asked for clarity on future commercial space in south Tracy. Ms. Quinteros requested City Council look at developers bringing in a percentage of low income and affordable housing.

Dave Anderson requested wider and safer streets.

Mayor Rickman closed the public hearing.

City Council questions and comments continued.

Staff and the Consultant answered questions from Council.

Steve Herum representing the developer stated they are simply trying to clarify the language - building permit for first home occupied or model home. Mr. Herum added the developer volunteered to pay all the money up front to help the City.

City Council questions and comments continued.

Mr. Herum apologized on behalf of his client for the length of time spent on the issue of building permit for first home occupied or model home and to forget about that issue entirely. Mr. Herum stated the design on Summit Road is extremely important to his client and urged City Council to approve the item based on Planning Commission recommendation.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adopt **Resolution 2018-180** approving the submission of an application to LAFCO for Annexation/Prezoning of the Approximately 95-acre Avenues Project site located at 12650 and 12500 W. Valpico Road (Assessor's Parcel Numbers 240-140-05 & 240-140-06) and adopting a Mitigated Negative Declaration for the Project, Application Number A/P16-0001. Roll call vote found all in favor; passed and so ordered.

Andrew Malik clarified that City Council should adopt the resolution, and introduce the ordinance containing the specific plan with the addition of all the red lines.

City Clerk read the title of the proposed Ordinance 1262

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to waive the reading of the full text and introduce Ordinance 1262 with the addition and subtraction of language in the Avenues Specific Plan regarding park fees, fire station funding, travelway widths where traffic calming measures are used, and Valpico Road frontage improvements in accordance with the Transportation Master Plan. Roll call vote found all in favor; passed and so ordered.

4. INTRODUCE AN ORDINANCE AMENDING CHAPTER 3.04 OF THE TRACY MUNICIPAL CODE PERTAINING TO FIREWORKS, TO MODIFY AND CLARIFY PROVISIONS RELATED TO THE DEFINITIONS AND APPLICATION REQUIREMENTS FOR THE SAFE AND SANE FIREWORKS SALES PERMIT LOTTERY, ESTABLISH AN APPLICATION FEE, DELEGATION OF RESPONSIBILITIES TO CITY STAFF, AND TO MAKE OTHER TECHNICAL AND NON-SUBSTANTIVE CHANGES

Amy Ray, Fire Marshal presented the staff report.

City Council questions and comments followed.

Lewis Linney from TNT Fireworks provided information regarding the application fee and

stated Stockton has a $35 fee. Over July 4 Tracy makes approximately $1.5 million in sales. Most cities that don't have an application fee do not participate in a lottery like Tracy. They are first come, first serve or grandfathered in. Many cities will refund or not cash the check for those that are not picked. Mr. Linney thanked staff and Council.

Robert Tanner requested that City Council make all fireworks illegal.

Dave Helm stated creating bright lines is good, and it is important that if there is no certificate when paper work is submitted then the organization is eliminated. Mr. Helm added the vetting process should be clear and precise.

Council Member Young responded briefly to allegations made by Mr. Helm.

City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to waive the reading of the full text and introduce Ordinance 1263. Roll call vote found all in favor; passed and so ordered.

Mayor Rickman called a recess at 10:09 p.m.

Mayor Rickman reconvened the meeting at 10:16 p.m.

5. DISCUSS AND DETERMINE WHETHER TO DECLARE A SHELTER CRISIS PURSUANT TO GOVERNMENT CODE SECTION 8698.2 TO ESTABLISH ELIGIBILITY FOR HOMELESS EMERGENCY AID PROGRAM GRANT FUNDS AS REQUIRED BY SENATE BILL 850

Andrew Malik, Development Services Director presented the staff report.

City Council questions and comments followed.

Dave Helm, George Riddle, Mary Parks, Trina Anderson, Conrad Levoitt, Dave Anderson, Mary Mitracos and Patricia Alvarez shared their concerns and spoke in opposition to declaring a shelter crisis to establish eligibility for Homeless Emergency Aid Program Grant Funds.

Dan Arriola, Dorothea Pennington, Mary Foshee, Amy Scudder, Dotty Nygard, and Clara Stiles shared their concerns and spoke in support of declaring a shelter crisis to establish eligibility for Homeless Emergency Aid Program Grant Funds.

Tim Silva requested clarification before going forward with declaring a shelter crisis.

City Council comments continued.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to not adopt a Resolution declaring a Shelter Crisis pursuant to Government Code Section 8698 et seq. and not establish eligibility for Homeless Emergency Aid Program Grant Funds as required by Senate Bill 850. Roll call vote found Council Member Dement, Mayor Pro Tem Vargas and Mayor Rickman in favor. Council Member Ransom and Young opposed.

DEVIATION

8. ACCEPT THE ECONOMIC DEVELOPMENT MARKETING CAMPAIGN UPDATE AND APPROVE AN APPROPRIATION FROM GENERAL FUND RESERVES IN THE AMOUNT OF $75,000 FOR THE ECONOMIC DEVELOPMENT MARKETING CAMPAIGN PHASE II

Shelley Burcham, Economic Development Manager, presented the staff report.

Ryder Smith from Tripepi Smith provided a Powerpoint presentation.

City Council questions and comments followed.

No one from the public wished to speak.

ACTION: Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2018-181** accepting an Economic Development Marketing Campaign update and approving an appropriation from General Fund Reserves in the amount of $75,000 for the Economic Development Campaign Phase II. Roll call vote found all in favor; passed and so ordered.

6. ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS AND APPROVING GRANT AGREEMENT AIP #3-06-0259-019-2018 IN THE AMOUNT OF $1,846,827 WITH THE FEDERAL AVIATION ADMINISTRATION FOR REIMBURSEMENT FOR ENGINEERING, DESIGN, AND CONSTRUCTION OF THE SOUTH HANGAR TAXIWAYS AND INSTALLATION OF A NEW ROTATING BEACON AT THE TRACY MUNICIPAL AIRPORT; APPROPRIATE $410,406 GENERAL FUND MATCH/ CONTINGENCY TO CIP 77037; AND APPROPRIATE $774,917 FROM GENERAL FUND RESERVES TO THE AIRPORT FUND TO FUND THE NON-GRANT ELIGIBLE PAVEMENT RECONSTRUCTION PORTION OF CIP 77037

Ed Lovell, Management Analyst presented the staff report.

City Council questions and comments followed.

Dave Anderson thanked City Council and staff for interaction with the FAA. Mr. Anderson requested a better beacon and asked about the parts that are not eligible for FAA matching funds.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to adopt **Resolution 2018-182** authorizing the Mayor to sign terms and conditions of accepting Airport Improvement Program grant funds and approving Grant Agreement AIP #3-06-0259-019-2018 in the amount of $1,846,827 with the Federal Aviation Administration for reimbursement for engineering, design and construction of the south hangar taxiways and installation of a new rotating beacon at the Tracy Municipal Airport; appropriate $774,917 from General Fund

Reserves to the Airport Fund to fund the non-grant eligible pavement reconstruction portion of CIP 77037. Roll call vote found all in favor; passed and so ordered.

7. RECEIVE UPDATE ON AIRPORT FUND, AUTHORIZE A ONE-TIME TRANSFER FROM THE GENERAL FUND RESERVES TO THE AIRPORT FUND IN THE AMOUNT OF $2,448,500 TO REPAY THE WATER FUND LOAN, WRITE OFF THE GENERAL FUND, AND COVER THE NEGATIVE CASH BALANCE IN THE AIRPORT FUND; AND APPROVE AN ON-GOING ANNUAL SUBSIDY OF $150,000 FROM THE GENERAL FUND TO SUPPORT THE AIRPORT PROGRAM

Ed Lovell, Management Analyst presented the staff report.

City Council questions and comments followed.

Trina Anderson thanked staff for putting into words that they can all understand.

George Riddle appreciated the coverage of debts and added work needs to be done on reducing the airport debt.

Council Member Ransom requested the plan be reviewed in three years. Mayor Pro Tem Vargas supported the request.

ACTION: Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to adopt a **Resolution 2018-183** authorizing a one-time transfer from the General Fund Reserves to the Airport Fund in the amount of $2,448,500 to repay the Water Fund Loan, write off the General Fund, and cover the negative cash balance in the Airport Fund; and approving an on-going annual subsidy of $150,000 to be reviewed in three years from the General Fund to support the Airport Program. Roll call vote found all in favor; passed and so ordered

9. ITEMS FROM THE AUDIENCE – None

10. STAFF ITEMS - None

11. COUNCIL ITEMS - Mayor Pro Tem Vargas spoke about the Early Path Program which is starting this fall with the cooperation of the TUSD, Delta College and Humphrey University. Students from high school are able to enroll in the early path to college. Last Thursday School Board Member Walter Gouveia and Mayor Pro Tem Vargas welcomed new students to the Delta enrollment and the class room was full. Students from 8th grade and up are able to start taking early classes to college while in high school and could obtain an Associate's Degree by the time they reach high school graduation. Mayor Pro Tem Vargas added Mayor Rickman has been working to forward that path connecting with Humphreys University for higher education. Mayor Rickman is also working to get transportation to Delta College.

Mayor Pro Tem Vargas thanked the City Manager for coordinating with the County and getting a sidewalk connecting Redbridge to Kimball High.

Council Member Ransom asked about the future plan for the sidewalk connecting Redbridge to Kimball High.

Randall Bradley, City Manager responded he had been working with the County to redesign the sidewalk. The county put up the money. What is installed now is much safer than walking on the fog line and will serve until a permanent sidewalk is installed.

Council Member Ransom asked how the City Attorney wanted to handle her Homelessness Policy suggestions.

Mr. Bradley responded if Council Member Ransom has a proposed policy that she would like to see as a future agenda item, it can be put on an agenda.

Council Member Ransom announced the Tracy Police Activity League is having the first Poker Run on Saturday. Entry is $25.00 which includes donuts and coffee, lunch,tee-shirts and prizes. There is a $100 raffle ticket to win a Harley Davidson motorcycle. There will be less than 300 tickets sold. The funds will benefit the youth prevention program.

Council Member Dement invited everyone to Southside Community Organization's celebration of Mexican Independence Day. The parade is on September 15th at 6th and Central to Lincoln Park. Festivities start at 9:00 am.

Mayor Rickman announced September 11 dinner on Sunday at Nirvaanai - September 9 at 6:30 p.m., September 12 - Wreaths Across America Fundraiser at Buffalo Wild Wings from 2:00 – 9:00 p.m., September 14 - season opener for Grand Theater is Montgomery Gentry, tickets available on line At-the-Grand.

12. ADJOURNMENT – Time: 12:47 a.m. Wednesday, September 5, 2018

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

The above agenda was posted at the Tracy City Hall on August 30, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

September 18, 2018

AGENDA ITEM 1.B

REQUEST

APPROVE A TWO YEAR GENERAL SERVICES AGREEMENT WITH STOCKTON PETROLEUM COMPANY, INC., OF STOCKTON, CA, FOR GASOLINE AND DIESEL FUEL SUPPLY SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY EXTENSIONS OR MINOR AMENDMENTS TO THE AGREEMENT

EXECUTIVE SUMMARY

The Public Works Department purchases fuel for all City vehicles and equipment. This agenda item is to award the gasoline and diesel fuel supply services to Stockton Petroleum Company, Inc.

DISCUSSION

The City of Tracy requires gasoline and diesel fuel for the daily operation of all City vehicles and equipment. Fuel is delivered to the City's fuel dispensing system at Boyd Service Center.

On July 11, 2018, staff issued a Request for Bids to provide the City with gasoline, diesel, and renewable diesel. Currently, the City uses gasoline and standard diesel, but the City anticipates transitioning to renewable diesel by the end the contract term, should the contract be extended past the initial two year term. The City received three bid packages which were opened on July 26, 2018. Staff reviewed all the bids received and are summarized as follows:

SUPPLIER	MARKUP OVER DAILY RACK AVERAGE (CENTS)	
Stockton Petroleum	Unleaded	-$0.07
	Diesel	-$0.06
	Renewable Diesel	-$0.06
Golden Gate Petroleum	Unleaded	+$0.016
	Diesel	+$0.0214
	Renewable Diesel	+$0.0614
Van De Pol Petroleum	Unleaded	-$0.06
	Diesel	$0.00
	Renewable Diesel	-$0.01

The lowest responsive bid, which was based on meeting the bid requirements, markup over daily rack average, and City fuel consumption, was submitted by Stockton Petroleum Company, Inc.

Upon approval, the initial term of the Agreement will be from October 1, 2018 through September 30, 2020. In the event that the City determines that the Contractor has satisfactorily performed all requirements in this Agreement, and upon recommendation from the Public Works Director to the City Manager, the City Manager may extend this Agreement for up to an additional four (4) years in any combination, not to exceed a total agreement length of six (6) years.

STRATEGIC PLAN

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

FISCAL IMPACT

Sufficient funds have been appropriated in the Fiscal Year 2018/2019 Operating Budget.

RECOMMENDATION

That the City Council approve a two year General Services Agreement with Stockton Petroleum Company, Inc., of Stockton, CA for gasoline and diesel supply services and authorize the City Manager to execute the agreement and any extensions or minor amendments to this agreement.

Prepared by: Nancy Chapman, Management Analyst I

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – General Services Agreement

City of Tracy
GENERAL SERVICES AGREEMENT
GASOLINE AND DIESEL SUPPLY SERVICES

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Stockton Petroleum Company, Inc., a California corporation, Stockton, CA (Contractor).

Recitals

A. On July 11, 2018, the City issued a Request for Bids for Gasoline and Diesel Supply Services (hereinafter "Project").

B. On July 26, 2018, the Contractor submitted its proposal for the Project to the CITY.

C. On September 18, 2018, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2018-_____.

Now therefore, the parties agree as follows:

1. **Scope of Services.** Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Lori Toccoli. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit A, nor shall Contractor use any subcontractors, without City's prior written consent.

2. **Term of Agreement.** The term of this agreement shall be for two (2) years commencing on October 1, 2018 through September 30, 2020. In the event that the City determines that the Contractor has satisfactorily performed all requirements in this agreement, and per recommendation from the Public Works Director to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination not to exceed a total agreement length of six (6) years. If all extensions are applied, the ending date of the Agreement will be September 30, 2024. Notification to the Contractor of any extension shall be given by the City no later than 60 days prior to the end of the current agreement.

3. **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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit A. Contractor shall start and complete any services for which times for performance are not specified in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

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

5. Compensation.

4.1 General. For services performed by Provider under this Agreement, City shall pay Provider on a time and expense basis, at the billing rates set forth at $0.07 below OPIS Stockton Daily Rack Average price per gallon for gasoline, and $0.06 below OPIS Stockton Daily Rack Average price per gallon for standard diesel fuel. Provider's billing rates shall cover all costs and expenses for Provider's performance of this Agreement. No work shall be performed by Provider in excess of the billing rate above without City's prior written approval.

4.2 Invoices. Contractor shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service. Any correction to invoices must be made by the Contractor and resubmitted to the City for payment.

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

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

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

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 6 relating to insurance.

6. Insurance.

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

6.2 Commercial General Liability. Vendor 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 five million dollars ($5,000,000) 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. Vendor'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.

6.3 Automobile Liability. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than five million dollars ($5,000,000) per accident.

6.4 Workers' Compensation. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Vendor 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.

6.5 General Liability. "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than $5,000,000 per claim.

6.6 Pollution Liability. Pollution Coverage shall be provided on a Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project sites to the final disposal location, including non-owned disposal sites.

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

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

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

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

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

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

6.11 Substitute Certificates. No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Contractor shall provide a substitute certificate of insurance.

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

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

Contractor (including its employees or agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor

maintains or acquires such a conflicting interest, City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

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

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

10. **Miscellaneous.**

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

To City:
Don Scholl
Public Works Director
City of Tracy
520 Tracy Blvd.
Tracy, CA 95376

To Contractor:
Lori Toccoli
Stockton Petroleum Co., Inc.
PO Box 326
Stockton, CA 95201

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

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

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

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

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

10.5 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any

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

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

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

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

10.9 Business License. Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License.

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

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

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

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

City of Tracy

_____
By: Robert Rickman
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

Stockton Petroleum Company, Inc.

_____
By: Lori Toccoli
Title: Chief Executive Officer
Date: 8/20/18

Federal Employer Tax ID No. 68-0099689

_____ Thomas T. Watson, City Attorney	

Exhibits:

A. General Contract Conditions - Gasoline and Diesel Supplier 2018 – 2020
B. Technical Specifications - Gasoline and Diesel Supplier 2018 - 2020

EXHIBIT A

GENERAL CONTRACT CONDITIONS

FOR

GASOLINE AND DIESEL FUEL SUPPLIER 2018 - 2020

FOR

CITY OF TRACY, A MUNICIPAL CORPORATION,

SAN JOAQUIN COUNTY, CALIFORNIA

* *

1. CONTRACT PERIOD:

The bid shall cover the City's requirements for gasoline and diesel fuel for the period of October 1, 2018 through September 3, 2020. In the event that the City determines that the Contractor has satisfactorily performed all requirements in this agreement, and per recommendation from the Public Works Director to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination not to exceed a total agreement length of six (6) years. If all extensions are applied, the ending date of the Agreement will be September 30, 2024.

2. CANCELLATION:

The City reserves the right to cancel, without prior notice, the contract if the Contractor fails to deliver the product within the time specified herewith.

3. SUBCONTRACTORS/ASSIGNMENT:

Contractor shall not use subcontractors without the prior written approval of the City of Tracy. Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the Contractor either voluntarily or by operation of law without the written approval of the City, and shall not become an asset in any bankruptcy receivership or guardianship proceeding. Such contract shall extend to and be binding upon and insure to the benefits of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

6. SUBCONTRACTOR'S INSURANCE:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

7. CITY BUSINESS LICENSE:

The Contractor and all subcontractors shall obtain a City of Tracy Business License prior to delivery of fuel.

EXHIBIT B

TECHNICAL SPECIFICATIONS

FOR

GASOLINE AND DIESEL FUEL SUPPLIER 2018 - 2020

FOR

CITY OF TRACY, A MUNICIPAL CORPORATION,

SAN JOAQUIN COUNTY, CALIFORNIA

* *

1. SCOPE OF WORK:

Contractor shall have a gasoline and diesel fuel supply Agreement which shall assure the continuous supply of product during the Agreement period. Contractor may be required to furnish information supporting their ability to supply, without major interruption, the products covered in this proposal.

3. DELIVERY REQUIREMENTS:

A. Products shall be delivered as ordered by a Public Works Department Supervisor or designee.

B. The City reserves the right to add or delete delivery locations as required by its operations. Contractor shall not charge a zone price differential for delivery.

C. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Contractor elects to make that delivery in a vehicle of lesser capacity, the Contractor shall not charge more than truck and trailer prices.

D. All deliveries shall be made in a metered truck or temperature correction adjustments to 60º F shall be made.

E. All deliveries shall be Free On Board (F.O.B.) destination to delivery locations as required. No delivery charges shall be made.

F. All deliveries shall be made within 24-36 hours after order has been placed. Orders shall be placed by authorized e-mail or phone call with follow-up e-mail.

4. DELIVERY LOCATION:

By submitting a bid, Contractor agrees, if awarded contract, to furnish products at the following locations:

Address	Tank Capacity (gallons)
Boyd Service Center 520 N. Tracy Boulevard Tracy, California	9,000 Diesel 9,000 Unleaded

Fuel delivery is not limited to these locations. The City may require periodic fuel delivery at other locations that are to be determined as necessary.

5. QUANTITIES:

In order to assist Contractors in evaluating this bid, the City's annual estimated fuel usage is indicated below. There shall be no guarantee as to actual quantities required during the period of the Agreement.

Fuel Type	Estimated Annual Usage
Unleaded Gasoline (Minimum Octane 87)	200,000 Gallons
Diesel (No. 2) / Renewable Diesel (HDHR)	65,000 Gallons

6. QUALITY:

Only products of new manufacture or distillation will be accepted. No reclaimed products will be accepted. Products shall be seasonally blended with appropriate vapor pressures. The City anticipates transitioning to HDRD fuel prior to the end of the agreement. All Contractors shall provide, in writing with their bid, a written guarantee that the fuels they provide shall be of the highest quality and shall meet the intent of the specifications. Failure to include this written guarantee with the bid may result in the bid being rejected as incomplete.

7. PRICE VERIFICATION:

During the Agreement period, the Contractor will be required to provide price verification. This may be supplied in the form of rack prices in effect at time of delivery and/or copy of Contractor's Rack Supplier invoices that show prices paid for product delivered. The Contractor agrees to make available at their office, at reasonable times during the period of the Agreement, any of the above records for inspection or audit by an authorized representative of the City.

8. EXCEPTIONS:

Any exceptions to the specifications must be clearly noted. Details concerning exceptions must be clearly explained.

RESOLUTION _____

APPROVE A TWO YEAR GENERAL SERVICES AGREEMENT WITH STOCKTON PETROLEUM COMPANY, INC., OF STOCKTON, CA, FOR GASOLINE AND DIESEL FUEL SUPPLY SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY EXTENSIONS OR MINOR AMENDMENTS TO THE AGREEMENT

WHEREAS, The City of Tracy purchases gasoline and diesel fuel for the daily operation of all City vehicles and equipment, and

WHEREAS, on July 11, 2018, the City issued a Request for Bids for Gasoline and Diesel Supply Services, and

WHEREAS, On July 26, 2018, staff opened and reviewed all three bids that were received for gasoline and diesel fuel supply services, and

WHEREAS, Staff has negotiated an Agreement with Stockton Petroleum Company, Inc. (Contractor), of Stockton, CA to perform the services and tasks necessary to carry out terms outlined in the General Services Agreement (GSA);

NOW, THEREFORE, BE IT RESOLVED, The City Council of the City of Tracy approves a two year General Services Agreement (GSA) with Stockton Petroleum Company, Inc., of Stockton, CA, for gasoline and diesel fuel supply services and authorizes the City Manager to execute the General Services Agreement and any extensions or minor amendments to the agreement.

* *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 18th day of September, 2018, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.C

REQUEST

APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS PHASE 1A, TRACT 3878, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Tracy Phase I, LLC, a Delaware Limited Liability Company, and Tracy BPS, LLC, a Delaware Limited Liability Company (collectively "Subdivider") is responsible for the construction of Spine Road improvements and backbone utilities required to the development of the Tracy Hills Phase 1A project. The Subdivision Improvement Agreement (SIA) which authorized the Subdivider to proceed with the construction of the public improvements on Spine Road (now known as Tracy Hills Drive) and backbone utilities was approved by the City Council on August 16, 2016, pursuant to Resolution No. 2016-176, and was recorded on March 12, 2018 as Document No. 2018-027916 in San Joaquin County Records.

Certain landscaping and irrigation improvements within Tracy Hills Drive were excluded from the SIA in order to give the Subdivider additional time to resolve several landscape and irrigation design issues and continue to work with City staff to finalize the landscape and irrigation plans. Those issues have now been resolved, the plans have been finalized, and City staff has completed the review of the plans. The additional work proposed by the First Amendment to the Subdivision Improvement Agreement for Tracy Hills Phase 1A, Tract 3878 (First Amendment) is shown on the appurtenant sheets within the approximately one hundred and nineteen (119) sheets of landscape construction drawings entitled "Tracy Hills Master Developer Landscape Improvement Plans, Tract 3878, Phase 1A," prepared by FORMA, of Costa Mesa, California, as approved by the City Engineer.

Approval of the First Amendment will allow the Subdivider to proceed with the construction of those certain landscaping and irrigation improvements on Tracy Hills Drive.

DISCUSSION

On April 5, 2016, the City Council adopted the Tracy Hills Specific Plan and approved various related land use entitlements including a Large-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3878, processed under Application No. TSM16-001 and approved by Resolution No. 2016-065, and a Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788, processed under Application No. TSM13-0005 and approved by Resolution No. 2016-066 (Tentative Subdivision Maps).

In accordance with the Conditions of Approval for the Tentative Subdivision Maps, the Subdivider is required to construct, among other things, certain improvements on Tracy Hills Drive and backbone utilities required to the development of the Tracy Hills Phase 1A project. Since the required improvements had not been completed prior to the approval of the Final Map for Tract 3878, the City and Subdivider entered into the SIA as authorized by Section 66462 of the Government Code, and the Subdivider submitted the required contract security to guarantee performance of the agreement and the satisfactory completion and inspection of the improvements.

The Subdivider requested that median, parkway, and right-of-way landscaping on Tracy Hills Drive; City storm drain basin landscaping, and their appurtenant irrigation improvements be excluded from the SIA to allow the Subdivider additional time to resolve several landscape and irrigation design issues and continue to work with City staff to finalize the landscape and irrigation plans. City staff has now finalized the review of the landscape and irrigation plans, except for the City storm drain basin landscaping. Another SIA amendment would be needed to cover the City owned and maintained storm drain basin. Cost estimates have been found to be complete. The Subdivider has executed the First Amendment in order to add the landscaping and irrigation improvements on Tracy Hills Drive to the Work described in the SIA and will submit the required additional improvement security as set forth in the First Amendment.

The landscaping and irrigation improvements that are the subject of the First Amendment are part of the HOA Public Landscaping as defined in the Public Landscaping Maintenance Agreement Between the City of Tracy and the Tracy Hills Phase 1A Community Association, and therefore the maintenance of said improvements will be funded and performed by the HOA pursuant to that agreement.

FISCAL IMPACT

Subdivider has paid the applicable engineering review fees as quoted or invoiced by the City's review consultants. Subdivider will pay additional engineering review fees as consultant invoices are received and processed by the City. Subdivider also paid the agreement processing fee and construction and inspection fees.

STRATEGIC PLAN

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

RECOMMENDATION

That the Tracy City Council, by resolution, approve the First Amendment to the Subdivision Improvement Agreement for Tracy Hills Phase 1A, Tract 3878, and authorize the City Clerk to file the First Amendment with the Office of the San Joaquin County Recorder.

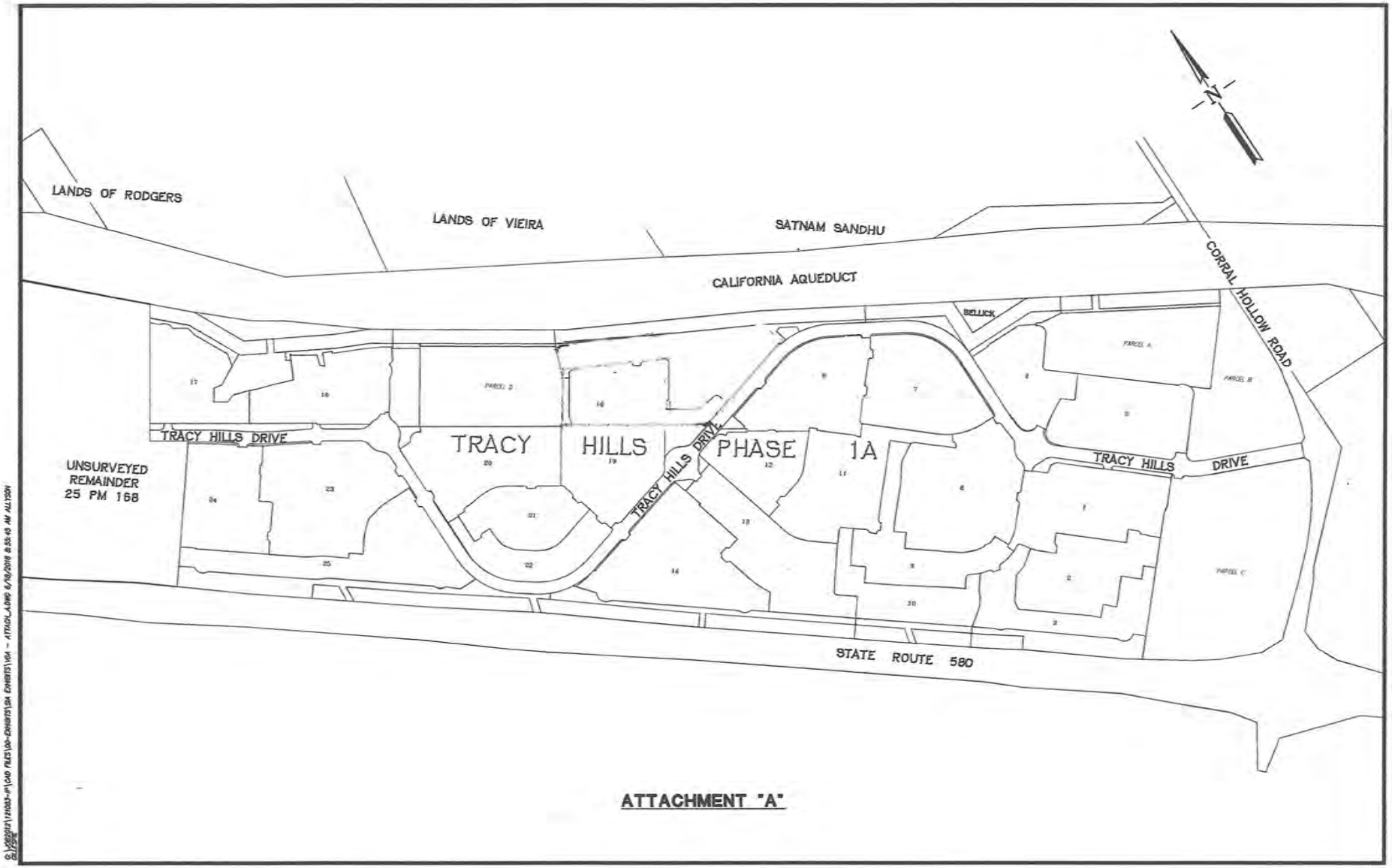
Prepared by: Nanda Gottiparthy, PE, SNG & Associates, Inc.

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – First Amendment to SIA



ATTACHMENT "A"

Attachment B

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS PHASE 1A, TRACT 3878

This **FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS PHASE 1A, TRACT 3878** (hereinafter "First Amendment") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **TRACY PHASE I, LLC**, a Delaware limited liability company, and **TRACY BPS, LLC**, a Delaware limited liability company (together "Subdivider").

RECITALS

A. On August 16, 2016, pursuant to Resolution 2016-176, the City Council approved a Subdivision Improvement Agreement to authorize the Subdivider to proceed with the construction of Spine Road improvements and backbone utilities appurtenant to the development of the Tracy Hills Phase 1A project (the ***"SIA"***). The SIA was subsequently executed by the City and Subdivider and was recorded on March 12, 2018 as Document #2018-027916 in San Joaquin County Records and is on file with the City Clerk.

B. Pursuant to the terms of the SIA, the City agreed to release land as to which a subsequent small lot final map was recorded. A Partial Release of Subdivision Improvement Agreement and Deferred Improvement Agreement was recorded on July 23, 2018 as Document #2018-08065, and a second Partial Release of Subdivision Improvement Agreement and Deferred Improvement Agreement was recorded on August 23, 2018 as Document #2018-093660, (the "Partial Release") evidencing the release of the lands referenced therein from the SIA. Nothing herein is intended to modify the Partial Release and the lands released therein remain unencumbered by the SIA.

C. Pursuant to Section 1.1. of the SIA, the City and Subdivider now wish to amend the SIA to add certain landscaping and irrigation improvements within Spine Road (now

known as, and hereinafter referred to as Tracy Hills Drive) to the Work described in the SIA.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This First Amendment hereby incorporates by reference all terms and conditions set forth in the SIA unless specifically modified by this First Amendment. All terms and conditions set forth in the SIA not specifically modified by this First Amendment shall remain in full force and effect.

2. **AMENDMENTS TO THE SUBDIVISION IMPROVEMENT AGREEMENT.**

2.1. Amendment to Recital D of the SIA. Recital D of the SIA is hereby amended to include the following:

"Landscaping and irrigation improvements within Tracy Hills Drive as shown on the appurtenant sheets within the approximately one hundred and nineteen (119) sheets of landscape construction drawings entitled "Tracy Hills Master Developer Landscape Improvement Plans, Tract 3878, Phase 1A" prepared by FORMA of Costa Mesa, California, as approved by the City Engineer (hereinafter referred to as the ***"Additional Work"***)".

2.2. Amendment to Section 1 of the SIA. Subsection 1.1. is hereby deleted in its entirety.

2.3. Amendment to Section 5 of the SIA. In addition to the improvement security required by Section 5 of the SIA, Subdivider shall furnish additional contract security for the Additional Work as follows:

2.2.1. **Faithful Performance** security in the amount of **$2,152,636.00** in accordance with the cost estimates approved by City to secure faithful performance of the Additional Work as specified in the First Amendment (until the date on which the City Council accepts the Additional Work as complete).

2.2.2. **Labor and Material** security in the amount of **$2,152,636.00** in accordance with the cost estimates approved by City to secure payment by the Subdivider to laborers and materialmen (until the date on which claims in connection with the Additional Work are required to be made by laborers and materialmen).

2.2.3. **Warranty** security in the amount of **$215,264.00** in accordance with the cost estimates approved by City to secure faithful performance of the Additional Work as specified in the First Amendment (from the date on which the City Council accepts the Additional Work as complete until one year thereafter).

2.4. Amendment to Section 10 of the SIA. Section 10 is hereby amended to include the following paragraph:

"Subdivider has previously paid three hundred twenty thousand seven hundred ninety one dollars ($320,791) when the SIA was originally executed. This inspection fee only covers civil improvement inspection. An additional seventy five thousand three hundred forty two dollars and twenty six cents ($75,342.26) is required to cover the City's cost to inspect the additional landscaping work."

2.5. Amendment to Exhibit A. The areas of the Additional Work as further depicted on Exhibit "A" attached to this First Amendment shall be incorporated and made a part of SIA to the same extent and the same effect as if fully and originally set forth therein in full.

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

[remainder of this page intentionally left blank]

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

CITY OF TRACY,
a municipal corporation

_____
By: Robert Rickman
Title: MAYOR
Date: _____

Attest:

_____
By: Adrianne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

_____
By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
Tracy Phase I, LLC,
a Delaware limited liability company

_____
By: John Stanek
Title: AUTHORIZED REPRESENTATIVE
Date: August 15, 2018

Tracy BPS, LLC,
a Delaware limited liability company

_____
By: John Stanek
Title: AUTHORIZED REPRESENTATIVE
Date: August 15, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On August 15, 2018 before me, Anne Nguyen, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared John Stanek
Name(s) of Signer(s)

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

ANNE NGUYEN
Commission # 2119883
Notary Public - California
Orange County
My Comm. Expires Aug 14, 2019

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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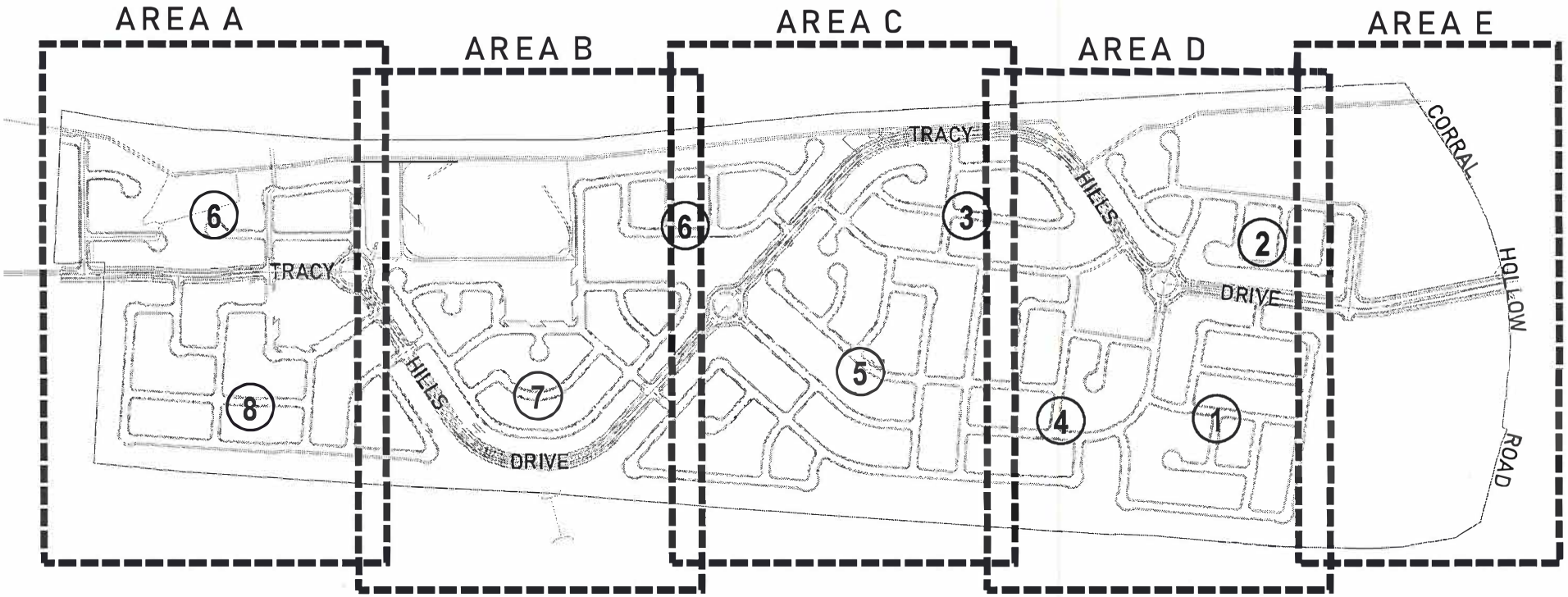


EXHIBIT "A"

EXHIBIT "A"
Page 1 of 6

TRACY HILLS

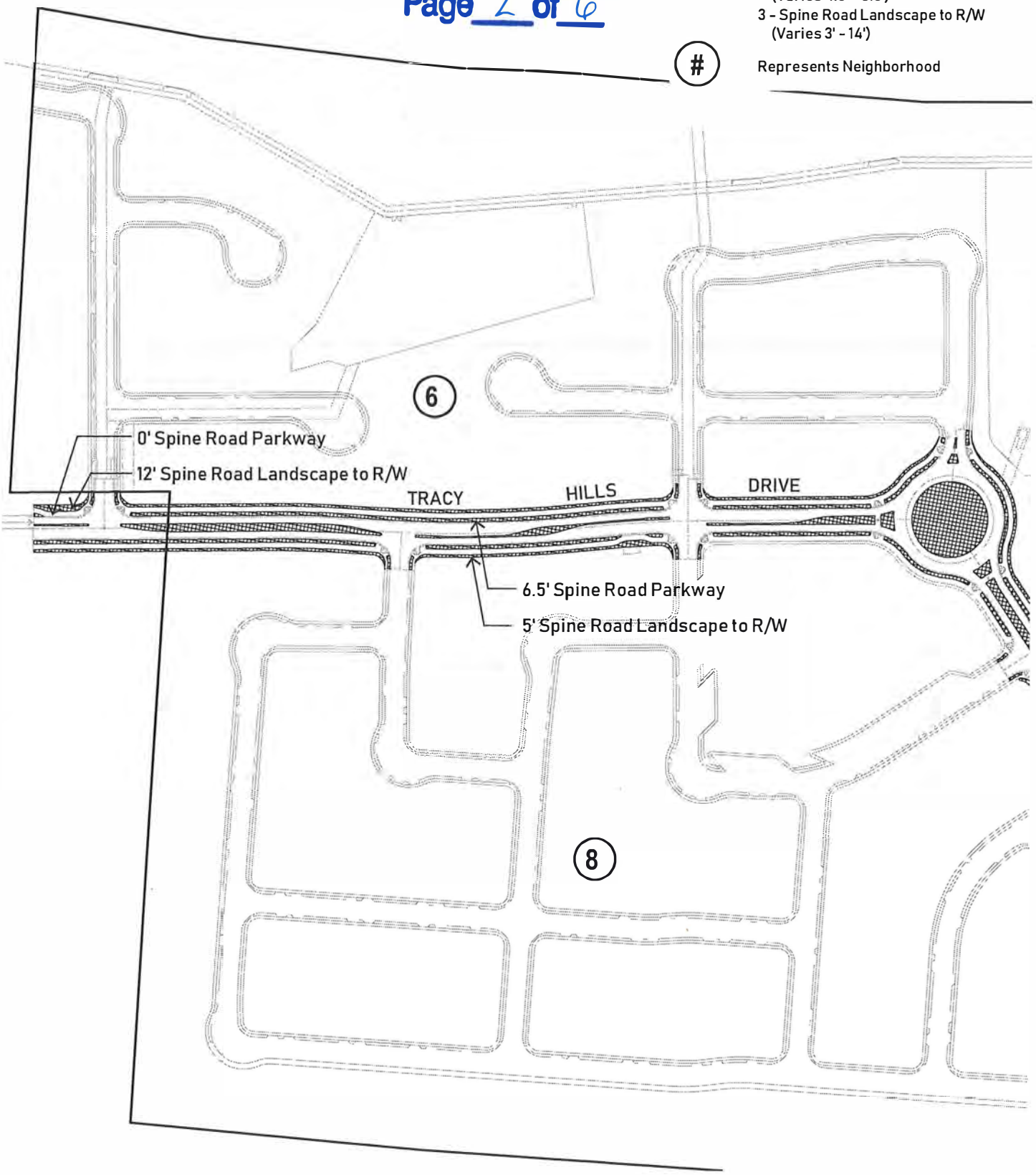
AREAS OF ADDITIONAL WORK - KEY MAP

N

0 450 900 Feet

EXHIBIT "A"

EXHIBIT A
Page 2 of 6



TRACY HILLS

AREAS OF ADDITIONAL WORK - AREA A

N

0 125 250 Feet

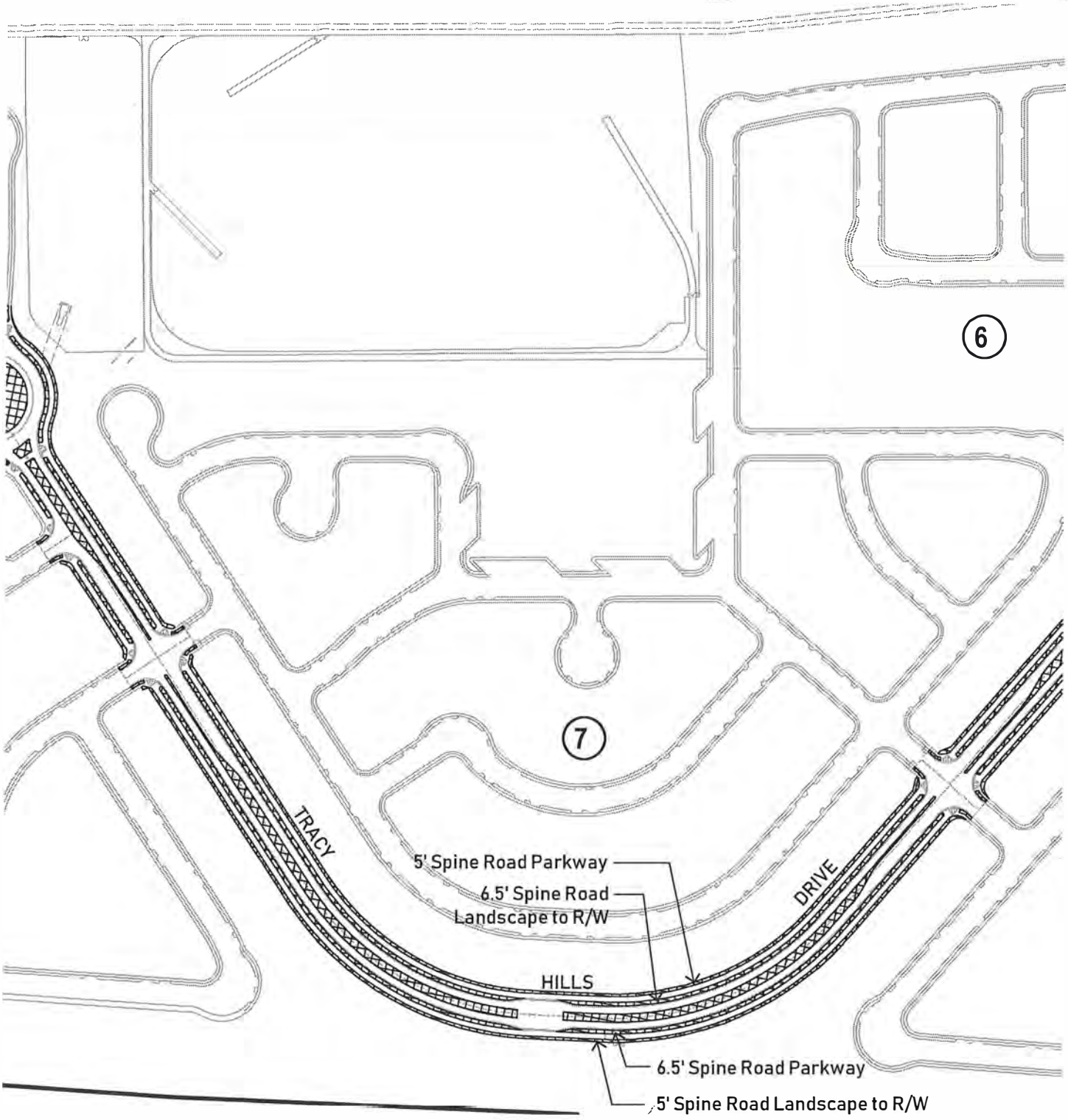
EXHIBIT "A"

EXHIBIT A
Page 3 of 6

LEGEND

1 - Spine Road Median & Roundabouts
2 - Spine Road Parkway (Varies 4.5' - 6.5')
3 - Spine Road Landscape to R/W (Varies 3' - 14')

(#) Represents Neighborhood



TRACY HILLS — **AREAS OF ADDITIONAL WORK - AREA B**

N

0 125 250 Feet

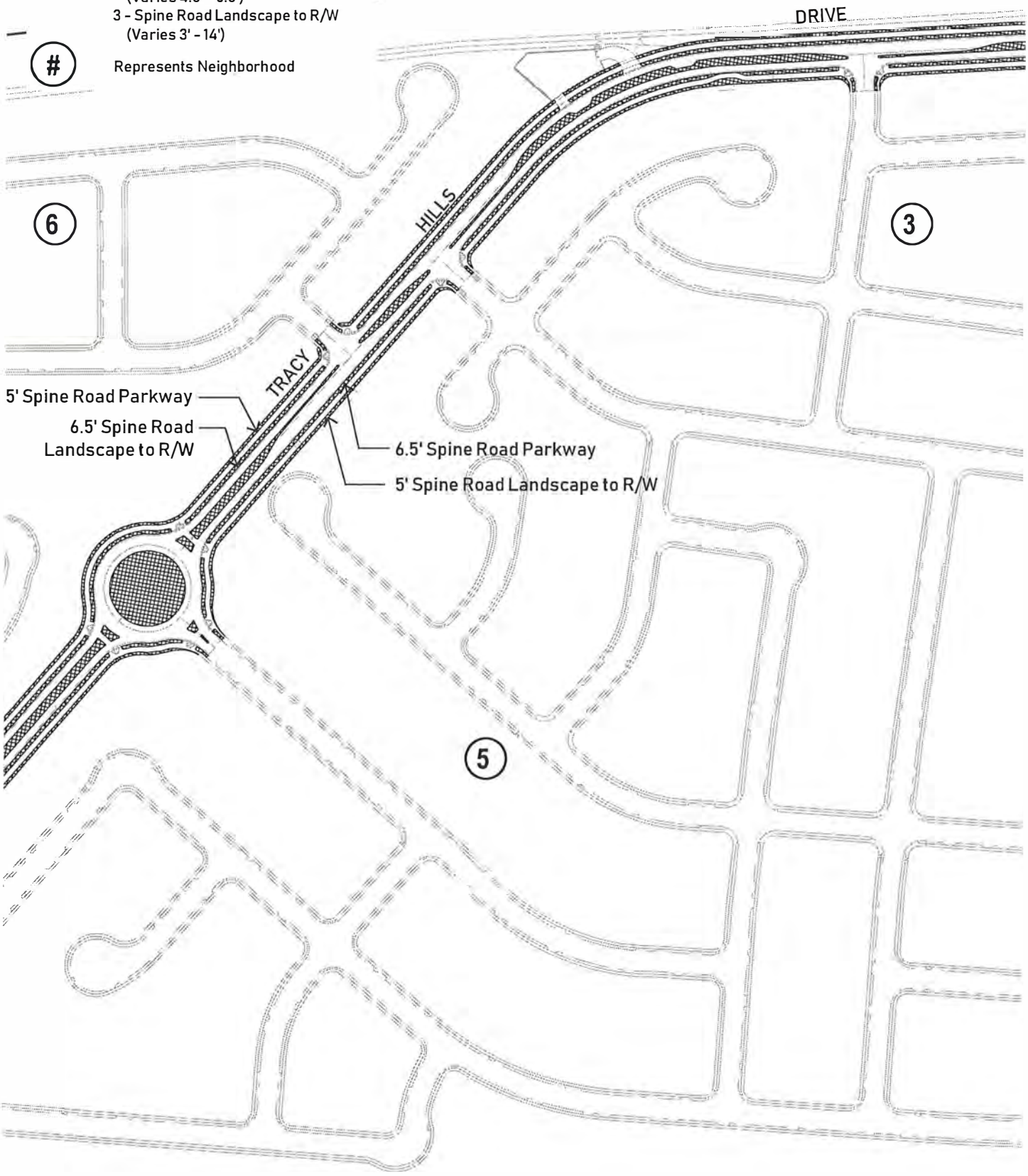
EXHIBIT "A"

EXHIBIT 4
Page 4 of 6

LEGEND

1 - Spine Road Median & Roundabouts
2 - Spine Road Parkway
(Varies 4.5' - 6.5')
3 - Spine Road Landscape to R/W
(Varies 3' - 14')

(#) Represents Neighborhood

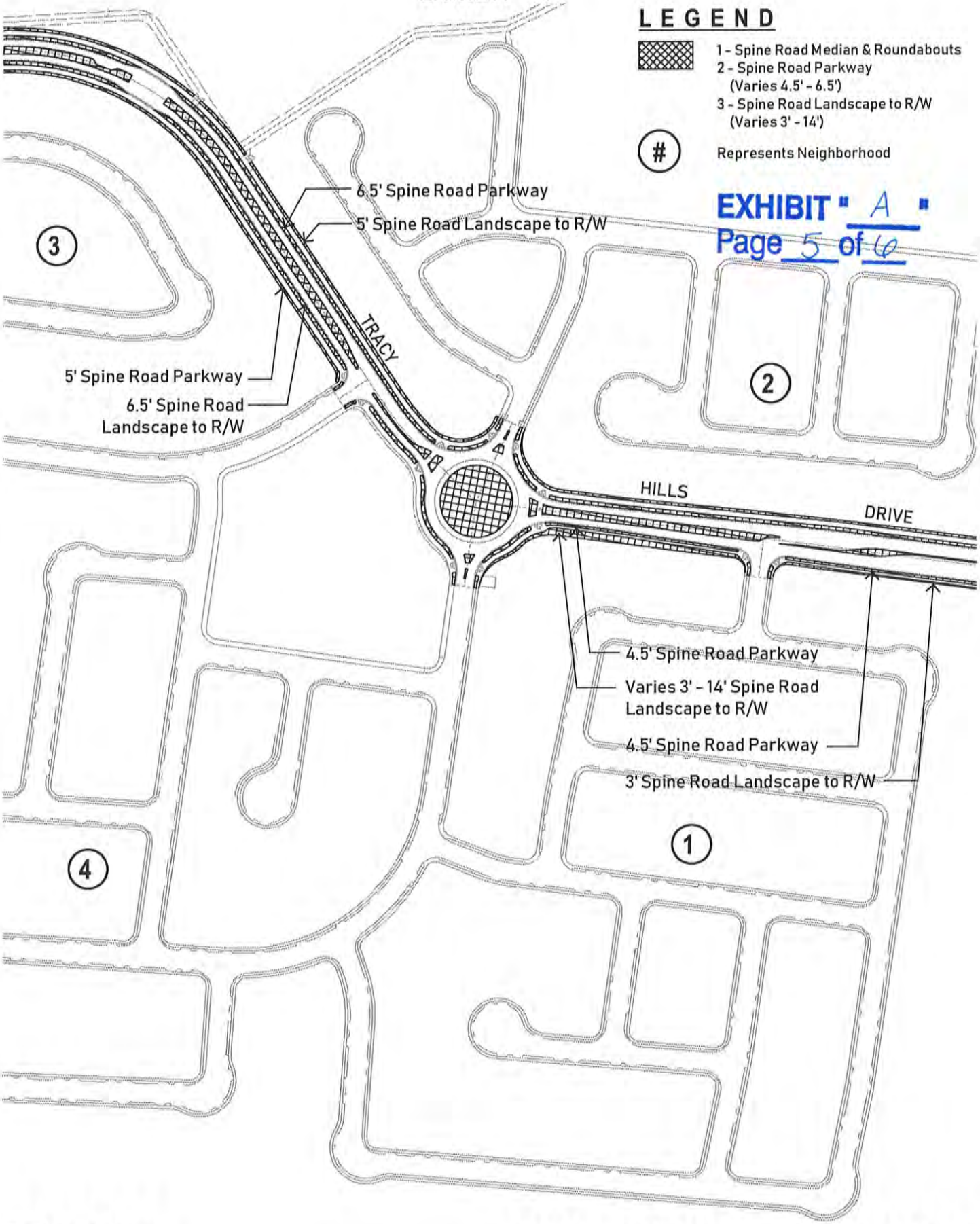


TRACY HILLS — **AREAS OF ADDITIONAL WORK - AREA C**

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0 125 250 Feet

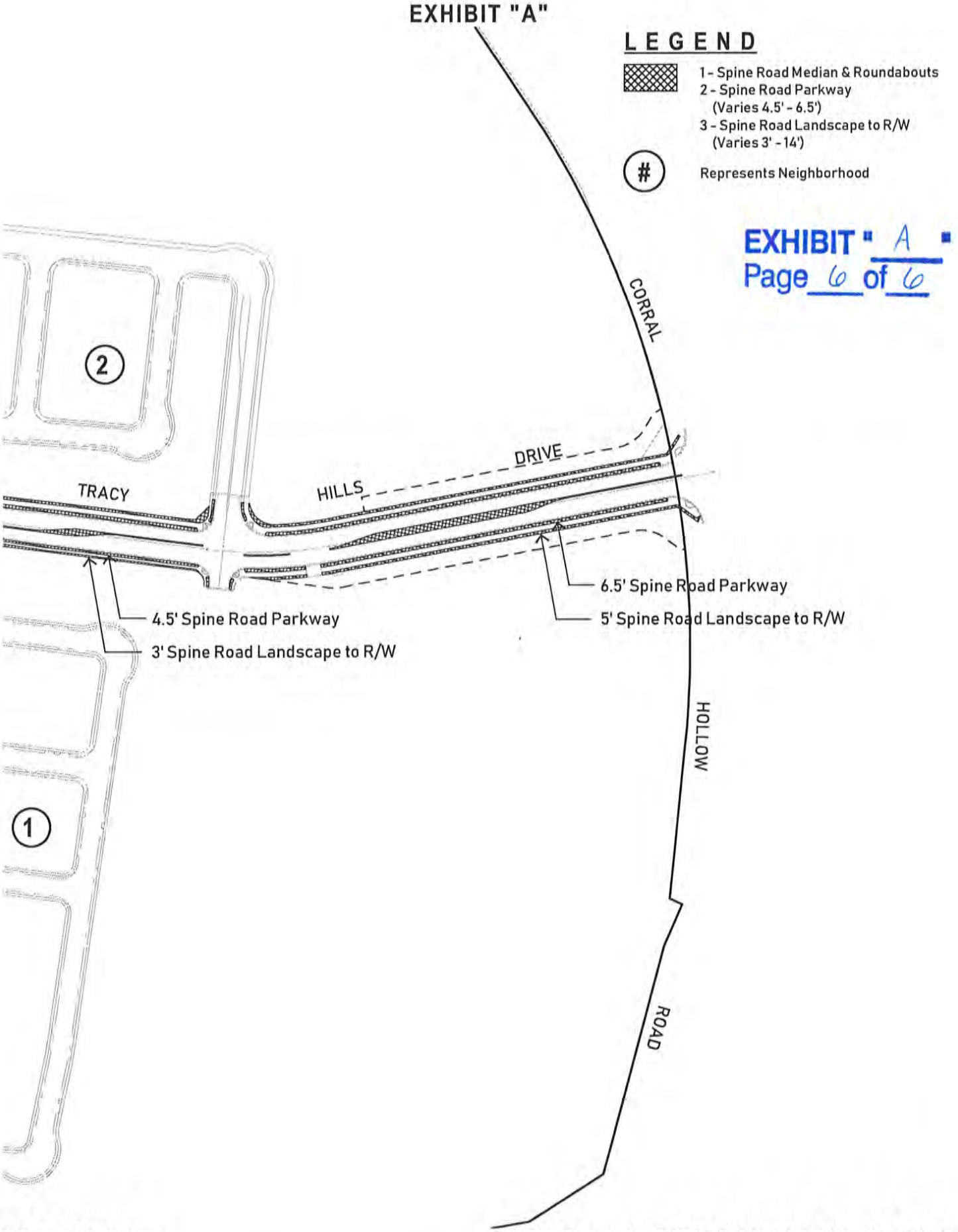
EXHIBIT "A"



TRACY HILLS — **AREAS OF ADDITIONAL WORK - AREA D**

0 125 250 Feet

EXHIBIT "A"



TRACY HILLS **AREAS OF ADDITIONAL WORK - AREA E**

N 0 125 250 Feet

RESOLUTION 2018-_____

APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS PHASE 1A, TRACT 3878, AND AUTHORIZING THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, On April 5, 2016, the City Council adopted the Tracy Hills Specific Plan and approved various related land use entitlements including a Large-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3878, processed under Application No. TSM16-001 and approved by Resolution No. 2016-065, and a Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788, processed under Application No. TSM13-0005 and approved by Resolution No. 2016-066, and

WHEREAS, The Conditions of Approval for the Tentative Subdivision Maps require the Subdivider to construct, among other things, certain Spine Road (Tracy Hills Drive) improvements and backbone utilities required to the development of the Tracy Hills Phase 1A project, and

WHEREAS, The Subdivision Improvement Agreement for Tracy Hills Phase 1A, Tract 3878 (SIA), which authorized the Subdivider to proceed with the construction of the Tracy Hills Drive improvements and backbone utilities, was approved by the City Council on August 16, 2016, pursuant to Resolution No. 2016-176, and was recorded on March 12, 2018 as Document No. 2018-027916 in San Joaquin County Records, and

WHEREAS, Certain landscaping and irrigation improvements within Tracy Hills Drive were excluded from the SIA in order to give the Subdivider additional time to resolve several landscape and irrigation design issues and continue to work with City staff to finalize the landscape and irrigation plans, and

WHEREAS, Pursuant to Section 1.1 of the SIA, the City and Subdivider now wish to amend the SIA to add the landscaping and irrigation improvements within Tracy Hills Drive to the work described in the SIA, and

WHEREAS, In order to guarantee the performance of the Subdivider's obligations regarding completion of the landscaping and irrigation improvements within Tracy Hills Drive, the Subdivider has executed the First Amendment to the SIA and will submit the required additional improvement security as set forth in the First Amendment, and

WHEREAS**,** The landscaping and irrigation improvements that are the subject of the First Amendment are part of the HOA Public Landscaping as defined in the Public Landscaping Maintenance Agreement Between the City of Tracy and the Tracy Hills Phase 1A Community Association, and therefore the maintenance of said improvements will be funded and performed by the HOA pursuant to that agreement, and

WHEREAS, The Subdivider has paid the cost of engineering plan review as quoted or invoiced to date, and processing the First Amendment, and paid all construction and inspection fees associated with the subject landscaping and irrigation improvements;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the First Amendment to the Subdivision Improvement Agreement for Tracy Hills Phase 1A, Tract 3878, and authorizes the City Clerk to file the First Amendment with the Office of the San Joaquin County Recorder.

* * * * * * * * * * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 18th day of September 2018, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.D

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR THE CITYWIDE ROADWAY, TRANSPORTATION, AND BIKEWAYS MASTER PLAN UPDATE (CIP 73173 & CIP 78171), AND APPROVE AN APPROPRIATION OF $100,000 FROM FUND 363 FOR CIP 73173 FOR FY 2018-19

EXECUTIVE SUMMARY

Staff recommends that Council approve a Professional Services Agreement (PSA) to assist staff in the update of the 2012 Citywide Roadway and Transportation and the 2005 Bikeways Master Plans. These master plans will be updated to include infrastructure installed, changes to growth patterns, take into account new laws and regulations and will be combined into a single master plan.

DISCUSSION

The Roadway and Transportation Master Plan was prepared under a PSA with RBF Consultant, and Bikeway Master Plan was prepared under a PSA with RRM Design Group on 2005. Since that time, the City has experienced significant development and population growth, requiring an update of both roadways and bikeways to include newly built or needed roadway and bikeway infrastructure. Staff plans to combine these two documents into a single document.

The Citywide Roadway, Transportation, and City Bikeways Master Plan update is a planning level document that will outline existing Master Plan facilities and upgrades needed to accommodate traffic forecasting generated within the City's Sphere of Influence under a fully developed condition. The Roadway, Transportation, and Bikeways Master Plan Update would also reflect changes and refinements in Roadway infrastructure planning approaches for some areas, and new regulatory requirements that have been adopted at the State and local level.

The Roadway Master plan and Bikeway Master Plan Update will include the following tasks:

- Conduct traffic model to reflect changes to the roadway network
- Review and modify Roadway Functional Classification System
- Establish Phasing and Implementation Plan
- Upgrade Program costs to reflect proposed changes and construction cost estimates for those facilities
- Provide technical Support for the City's EIR Consultant
- Provide technical support to the city Staff regarding changes to CEQA guideline in according with SB 743
- Review and analyze existing City General Plan Policy against revised guidelines related to VMT analysis and recommend policy revision

On November 8, 2016, the City issued a Request for Proposals (RFP) for the Roadway and Transportation Master Plan Update.

Proposals were received from the following consultants:

Kimley-Horn and Associates, Inc., San Jose, CA
Stantec Consulting Services, Inc., Pleasanton, CA
Fehr & Peers Consulting Engineers, Sacramento, CA

Staff determined that the Kimley-Horn and Associates, Inc. proposal was the most responsive to the City's needs. After detailed negotiations with the consultant, a PSA with a not-to-exceed amount of $611,585 as agreed upon.

STRATEGIC PLAN

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

FISCAL IMPACT

The estimated roadway/ bikeway master plan cost is $700,000 and the current available budget is $600,000. An additional appropriation of $100,000 is being requested to fully fund the completion of this master plan. (See table below)

Funding Table:

REVENUE	$$
CIP 73173 Roadway Master Plan	$500,000
CIP 78171 Bikeway Master Plan	$100,000
9/18/18 Council Ask (Fund 363: TIMP Traffic)	$100,000
TOTAL REV	$700,000
EXPENSE	
Staff Engineering, Design, Administration	$88,415
Kimley-Horn Contract (Not to Exceed)	$611,585
TOTAL EXP	$700,000

RECOMMENDATION

Staff recommends that City Council, by resolution, approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Citywide Roadway, Transportation, and Bikeways Master Plan Update (CIP 73173 & CIP 78171), and approve an appropriation of $100,000 from Fund 363 for CIP 73173 for FY 2018-19.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – PSA with Kimley-Horn

City of Tracy
PROFESSIONAL SERVICES AGREEMENT
CITYWIDE ROAD AND TRANSPORTATION AND BIKEWAYS MASTER PLAN UPDATE
CIP 73173 & 78171

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Kimley-Horn and Associates, Inc., a North Carolina corporation (Consultant).

Recitals

A. Consultant is a Registered Professional Engineer.

B. Professional engineering services are needed to complete the Citywide Road and Transportation and Bikeways Master Plan Update to reflect recent development in the City.

C. On November 8, 2016, City issued a Request for Proposals for the Citywide Road and Transportation and Bikeways Master Plan Update. On January 30, 2017, Consultant submitted its proposal to perform the services described in this Agreement. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. The City Council approved this Agreement pursuant to Resolution No. 2018-___.

Now therefore, the parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Frederik Venter. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. Compensation.

3.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed $611,585.00. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.

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

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

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

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

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

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

5. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

To City:
City of Tracy
Attn: Zabih Zaca
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Kimley-Horn and Associates, Inc.
Attn: Frederik Venter
100 W. San Fernando St., Ste. 250
San Jose, CA 95113

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Tracy

_____
By: Robert Rickman
Title: Mayor

Date: Approved by City Council on September 18, 2018 by Resolution No. 2018-____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Thomas Watson, City Attorney

Consultant
Kimley-Horn and Associates, Inc.

_____
By: Laura Worthington-Forbes
Title: Regional Vice President
Date: 8/16/2018

Federal Employer Tax ID No. 56-0885615

By: Frederik Venter, P.E. #64621
Title: Assistant Secretary
Date: 8/16/2018

Exhibits:

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

5. WORK PLAN AND SCHEDULE

Task	Kimley-Horn Function	City and Community Benefit	TMP Deliverable
Task 1. Coordination			
Kick-off Workshop	An initial full day workshop will be held with staff to collaborate closely with the various Departments. During this workshop, goals, expectations, challenges and the schedule will be confirmed. This meeting will establish a story board for how to efficiently and productively execute the project.	1. A clear path for all staff on how the project will be executed 2. Meet every staff member and Department expectations within the scope, goals and objectives. 3. Indicate integration of City process between Planning and Engineering departments from CEQA through Implementation of projects	1. An initial menu of clear goals and objectives that promotes development in the City, phasing of development, the approval process at the City. 2. List short cummings and frustrations and shortcomings of the existing 2012 TMP 3. A plan to address CEQA, Specific Plan Approval, Development Permit Approval and Improvement Plan Approval. 4. List of potential Standard Plans and layouts required to implement the TMP and then City Goals and policies 5. A path to develop metrics for VMT analysis and the traffic impact fee program based on SB743 and AB1600? 6. Initial assumptions on how LOS may continue to be used for calculating geometric needs and establish development agreement conditions.
City Meetings and Stakeholder Collaboration	Collaborate closely with various Department City staff, relevant stakeholders, and Commission/Council. Monthly meetings (up to 12 in person meetings at City Hall) and up to 12 Conference Calls. This update of the TMP can be completed within 10-12 months.	Frequent and adequate communication between the project team members. Clear schedule with milestones and delivery dates.	Agendas, meeting notes, goals objectives, budget monitoring and schedule monitoring. Coordination with member agencies (SJCOG, Caltrans) and Project development requirements, reflecting new development and SB 743 and AB 1600, Active Transportation Modes, TDM programs and implementation.
Public Hearings	Prepare and attend up to three public hearings/workshops with Commissioners and Council members	Obtain buy-in from political leaders and developers/ public, and staff, on how the TMP will promote and streamline development and approval processes in the City of Tracy.	Presentation material and updates to TMP documentation and adoption of the new Citywide Roadway and Transportation Master Plan.
Task 2. Master Planning			
Obtain 2017 Traffic Volumes, Most recent Project Development Data, Transportation Information, New Land Use Maps	1. Conduct bluetooth study to obtain cut through traffic from I-205 to I-580 2. Count TMP intersections, include bikes, peds and cars 3. Review new city limit lines, approved SP's, and traffic count information. Perform additional traffic counts and blue	Updated 2017 conditions traffic analysis, which will establish base line conditions for AB1600, SB743 and the EIR. Review of implementation for LOS standards. Determine existing transportation network deficiencies, existing conditions	Existing Conditions Report, identifying deficiencies and required improvements. Review existing LOS analysis and improvements required and applicability of standards.

	tooth surveys.		
Evaluate City SOI changes, approved and pending Specific Plans, Development Plan Area Changes and Implementation Plans	Review and update existing, approved and pending Plan Areas, Specific Plan Detail, SOI changes. This exercise will be solely focused on land use updated by plan area and TAZ 's for 2040 and GP buildout.	Clear, refined and updated land use development information for the Plan Ares (existing, approved and planned): Cordes Ranch, Larch Clover, Tracy Gateway, Tracy Hills, Westside residential, South Linne, Kagehiro, UR1, East Side Industrial, Catellus, Bright, Chrisman Road and Chetal . South Schulte area is anticipated to be added and the area annexed in to the SOI.	Memorandum, tables and maps documenting updated land use assumptions and the delta from the existing 2012 TMP and the land use estimates (in model compatible format) for 2040 and GP buildout.
Update the anticipated Future Master Plan Roadway network and lane assumptions and land use plans in close collaboration with City Staff in the model	Update the City Model baseline land use and roadway network. Update the 2040 City Model with accurate land use and anticipated roadway network information. Prepare up to five development and roadway network scenarios to address existing and future needs. As part of this task an evaluation of forecasted VMT and traffic volumes growth will be undertaken.	This task will evaluate land use change impacts on the existing TMP road network and plan for changes in network connectivity, grid, and capacity. The resultant model run will also produce VMT data to evaluate compliance with current regulations such as SB 743 and AB 32 and AB 1538. Any change to either land use and/or road network can then be evaluated in terms of the new guidelines. During this task, a menu of VMT metrics (both absolute and per-capita based) will be generated to evaluate various plan area vehicle activity characteristics for addressing a better understanding of greenfield development implications.	Maps, graphics and tables. Through five iterations, maps and data will be produced to develop an integrated land use and roadway network plan that minimizes VMT impacts and accommodates anticipated growth in the city. The maps and data will present an overview of the complete transportation system and land use assumptions including how various scenarios address State, regional and local requirements for GHG reductions. These scenario maps and data could be useful for discussions with developers, City Commissions and the Council.
Develop the final 2040 SJCOG Travel Demand Model Design Year Volumes	Select the most preferred land use and roadway network scenario and finalize associated land use and roadway network model data. The final selection will be based on a combination of VMT metrics and projected traffic volumes. The latter will entail post-processing daily and AM/PM peak hour volumes per NCHRP 255.	Traffic flow map for segments and intersections for TMP design year conditions.	Technical memorandum that includes GIS maps showing future traffic volumes, summary tables detailing network attributes including jurisdictional responsibility, summary of all CMP assumptions and requirements.
Perform LOS Analysis and ID Improvements for 2040 and an interim or phased improvement, of which the year will be determined with City Staff	Perform LOS analysis and identify appropriate improvements based on the 2010 Highway Capacity Manual operational and planning methodologies as appropriate. Based on this analysis, phasing recommendations for major roadway improvement projects will be made. The phasing plan/recommendations will be developed in close collaboration with City staff. Reasonable assumptions will be made regarding the timing of development projects relative to when equivalent improvements would be needed. This deliverable will assist in processing development applications and determine a funding structure for it, whether through the TIF or DA of a specific developer.	Clear concept of roadway improvements required for interim and 2040 future conditions including phasing recommendations. Improvements will include roadway segments and intersections. An approach will be included to address needs for intersections not included in the detailed analysis, and potential intersections for which this may apply will be identified.	A Draft Traffic Improvement List of projects (intersections, road segments and interchanges, for both interim and 2040 conditions. This capital improvement list will form the basis for updating the Traffic Impact Fee Program.
Investigate and review	Obtain and review COA's for approved	TMP update that includes Conditions of	Update TMP which provides synergy

Conditions of Approval that would result in changes to the TMP update	projects: Cordes Ranch, Tracy Hills, Stringer, Grant Line Apartments, Harvest Apartments, Tracy Village (tentative), Pescadero, Ellis.	Approval that relate to roadway and intersections improvements, especially interim improvements, interim signals, interim roadway widening, available; funding, added intersections: Old Schulte - signal at Costco from Cordes, Tracy/Central median closure from Tracy Hills.	between past and future development projects and how the TMP implementation occurs and is processed.
Identify inconsistencies between the existing 2012 TMP and the roadway network changes from the selected model outputs and Traffic Impact Fee Program	Compare, side by side, the segment improvements from the existing 2012 TMP and traffic impact fee program to the new model outputs.	Traffic process flow map for segments and intersections for TMP design year 2040 conditions, compared to the current TMP.	Technical memorandum with GIS maps indicating future conditions traffic volumes.
Consolidate ROW needs for horizon year and buildout year	There is current confusion about ROW requirements between horizon year and buildout year. Maps will be updated and cross sections prepared and referenced for each roadway. The confusion comes in specifically on existing roadways and how transitions occur from existing roadways to revised cross sections: Examples: E. Pescadero Road, Valpico Road, Corral Hollow Road	Clear guidance on how the horizon year and buildout year ROW requirements and implementation is managed for especially interim/project conditions.	Clear maps and cross sections indicating horizon year and buildout year ROW with cross sections. The maps will be supplemented by information on how transitions would occur between existing ROW and future ROW where cross sections may result in inconsistencies.
Minor Update to the Integrated Truck Route Plan	It is not anticipated that major changes will occur to the truck routes. Only some tweaking may be required.	Updated truck route plan.	Updated truck route map and section in the 2018 TMP
Minor update to the ITS Backbone System	It is not anticipated that major changes will occur. Some fiber has been installed/will be installed per COA (Cordes Ranch, Tracy Hills). The current plan is well defined except that the City never approved the implementation of VMS signs. With cut through traffic from I-205 to and from I-580, Mountain House Parkway, Patterson Pass and Corral Hollow Road.	Updated ITS network map and costs	Updated map and ITS section.
Minor Update to the Railway Crossing Strategic Plan	It is not anticipated that major changes will occur, however, language will be included to address interim conditions during which railroad crossings may continue to operate at deficient levels until changes are approved and funded by the TIF and or developers. This is needed due to the extensive and costly PUC approval process for railroad crossings.	An updated strategic railway crossing plan that is integrated into the roadway implementation plans and included in the CIP and costs for future roadway expansion.	Updated railway crossings section with technical language to support phased implementation of railway crossing improvements.
Task 3. Roadway Functional Classification System			
Update Road Hierarchy/Classification System and Roadway Cross sections and	Evaluate the current cross sections and design standards, access management and road hierarchy. Driveway spacing should be clearly defined in the TMP for different road	Updated design standards for roadways: cross sections, access management, curvature, radii with Urbanistic Design Principles, Smart Street Design and context	New design standards incorporating Context based solutions, access management, and roadway classification system. This section will also address transitions between

design standards	classifications and Smart Street Design Concepts maintained. Bicycle facilities consistent with NACTO will be included, also Pedestrian and Transit facilities.	based design principles. Define Design Speeds for various classes of road Interscetion and driveway spacing Traffic signal spacing NACTO bicycle facility standards and coordination with then City Bicycle MP Consultant	existing roads (fully built out) and new road additions.
Integrate Bicycle Plan and Pedestrian Element Consultant Work Effort	Assist the City Bicycle and Pedestrian Consultant to develop a new Bicycle and Pedestrian Master Plan that fully incorporates latest industry standards for Active Transportation. The plan will also develop standard cross sections for bicycle and pedestrian facilities. This task will also identify candidate streets and intersections in Tracy that could be restriped and be made bicycle friendly through simply repaving (which could be done as part of general maintenance). Focus areas will be schools (for Grant Funding Applications), employment centers and transit commute routes (bike and walk to transit). Gaps will be closed and connections established between the various origins and destination in the transportation system.	Comprehensive, innovative pedestrian and bicycle plan that integrates all modes of transport and land use. The plan will provide opportunities to apply for grant funding from ATP and HSIP. The plan will also address how to transition from existing facilities to the proposed facilities through restriping and show how to transition segments that would be continued from existing cross sections.	A bike and ped masterplan report, and concept map indicating existing deficiencies in the transportation system with regards to gaps between origins and destinations for bikeways and pedestrian facilities. Standard plans will be prepared for typical layouts and incorporates. NACTO measures for bicycles and peds will be included in the plan. This Is a significant update to the City Existing Bike and Ped MP.
Minor update to the Bridge Locations and Cross Sections	As cross sections change and per COA (Cordes Ranch), some bridge widening cross sections and costs would be amended. Consideration should be given to separate pedestrian facilities, due to costs and schedule constraints on implementation of bridges, which would include multimodal improvements.	Updated bridge cross sections and cost estimates, incorporation of COA's.	Technical memorandum and GIS maps indicting bridge locations and cross sections.
Task 4: Phasing and Implementation Plan			
Develop and initial phased implementation plan for the ultimate road network	This will be the single most difficult talk, since the rate of development may not occur in a similar manner as will be assumed. However, experience has shown that this task is in high demand to facilitate implementation in a phased manner.	City staff will have a process by which phased implementation can be monitored and managed for implementation purposes. CEQA and COA documents and analysis can be reviewed against the monitoring plan. The guidelines will be included in the document and assist City staff and developers with how phasing of roadway improvements will occur.	A map indicating a phasing plan for the City TMP. The phasing plan will include existing approved projects, their COA's and then assume future development take-up and determine triggers for when additional improvements will be required. The triggers will be determined by Plan Area and by roadway v/c threshold. It is not recommended to conduct a phasing plan for intersections, except for signalization, since insufficient information is available from the rate and location of take-up of future development
Develop a process chart	Triggers will be identified for each roadway	A monitoring program and process chart by	Develop a process chart that could be

and guidelines for implementing and monitoring phased development and traffic conditions	facility that can be used to determine when and how phasing of either a single project or multiple projects would occur. Funding Phased implementation would be required and will result in some redundancy, but this is to be expected, a first project in, cannot provide the ultimate roadway width and improvements. The monitoring program would include a roadway counting program that is linked to the trigger analysis. In addition, cut through traffic should also be monitored from I-205, and will be included in the monitoring system.	which City staff can determine when phased implementation would occur and can determine if a trigger would be exceeded if either at new project comes in or as growth occurs. This also helps with a 5-year, 10-year and 20 year CIP determination.	customized for each individual project, which would indicate by location and trigger, how implementation would be monitored.
Define a process for regular updates to the City CIP	This comparison will also include existing Conditions of Approval for Development Agreements for project approval and identify concerns/discrepancies and recommend how to improve it and implement it.		A process chart and procedures will be identified through which updates to the CIT will be required, either though developer applications and approval of projects, or through City process of funding, roadway constructions (McArthur bridge SJCOG schedules and funding cycles.
Task 5: Funding			
Preliminary Engineering Designs, Quantities and Costs	1. Based on the updated model results, changed land use assumptions, and changed SOI, new volumes will be produced from the model. Intersections will be analyzed and v/c plots used to determine lane requirements and changes to the roadway system for the new 2040 horizon year and City General Plan Buildout. 2. From the analysis data, design criteria and the cost estimates will be reviewed and updated. A focus will be on refining the cost estimate data to better reflect real conditions, program costs and developer costs i.e. Valpico Road at Tracy Village, or E. Pescadero Road. Previously a master table was prepared to develop the costs. This is an effective way to determine the anticipated improvements cost. We will update the table with the new costs and add specific notes to each roadway and list the assumptions and conditions in the TMP. This will clarify procedures assumptions to City staff and stakeholders about process and anticipated Conditions of Approval.	1. Geometric updates to TIF intersections and roadways. 2. Provide clear assumptions and guidance to how cost apportionment is calculated for new roads, especially where one side of the road is developed, in the County or adjacent to a facility where there will not be any future funding from a private developer. 3. Easy integration of the cost estimates into the Nexus Fee study and collaboration with the City Nexus consultant	Updated Traffic Impact Fee Program for the City Roadway and Transportation Masterplan. Existing capital funding per COA's will be indicted in the table and updated and credits applied. Provide Technical support to the City Impact Fee Consultant Updated City of Tracy Roadway and Transportation Master Plan Funding Report
CIP, Financial Plan, Phasing, Monitoring and Implementation Plan and	Establish CIP, Financial Plan, funding mechanisms, Implementation Plan and phasing plan (5 year) improvements.	Calculation sheets for every intersections and road segment that includes quantities and costs. Summary table of all costs for	Summary data and detailed calculation sheets of costs to implement the Roadway Master Plan consistent with AB1600.

EIR support		implementing the TMP.	
Task 6: Technical Support to the City's EIR Consultant			
Provide technical support to City's EIR Consultant	Kimley-Horn will identify the key Traffic/Circulation issues that evolve through the Master Planning process; helping to determine what issues will trigger various levels of CEQA review, as well as what applicable strategies can be developed or utilized to minimize current and subsequent levels of CEQA review. We will help guide "self-mitigating" solutions and provide guidance on appropriate levels of technical depth required to address all CEQA-related impacts.	Kimley-Horn will provide all technical support during the development of modifications to the TMP to identify and address any "red flags" or environmental issues that will trigger various levels of CEQA review. This will be provided to the City's EIR Consultant. Clearly a benefit of having our own CEQA team in-house is the ability to work seamlessly between the technical team and our EIR strategist. As noted in Task 7, Kimley-Horn will extend our recommendations on SB 743 Compliance to the City's selected EIR consultant.	Administrative, Draft and Final EIR Traffic Section.
Prepare Technical Sections related to the EIR	Our in-house technical team prepares both technical documents and EIR sections. We work concurrently with our CEQA team to prepare all supporting technical sections required of all CEQA documents. Thus, significant cost savings are realized by not having to prepare Traffic Impact Studies (TIAs), then utilizing the technical document (TIA) to prepare an EIR Traffic Section.	Cost-effective, one-stop shop for CEQA compliant technical sections that are "EIR Ready".	Administrative, Draft and Final EIR Traffic Section.
Provide Assistance to the City during EIR Public Review Process & Make recommendations for VMT changes	Kimley-Horn will be prepared to attend all public meetings regarding the EIR; we will provide on-going/as needed recommendations to provide opportunities to reduce VMT, with the intent of enabling streamlined environmental review for subsequent development actions under the guidance of the TMP.	Technical Support for Staff, Planning Commission and Council on issues that surface based on the EIR public review process.	Attendance at all EIR related public review meetings.
Task 7: SB 743 VMT Analysis and Policy Support			
Review and understanding of changes to SB 743	Kimley-Horn will meet the Public Works and Community Development department management staff to provide an in-depth overview of the requirements of SB 743. As part of this overview Kimley-Horn will provide a status update of how the requirements are being met in other (early start) jurisdictions as well as alternative strategies to address SB 743. Technical methodologies and alternative analytical approaches will be discussed with example cases to demonstrate the pros/cons of each approach. CEQA certification and process issues will also discussed to inform City staff how business-as-usual may need to be modified – particularly if the City decides to retain its' LOS standards in the General Plan. Process will also be discussed in	Bring City staff up to speed on the SB 743 legislation and implementation requirements including a menu of potential options for addressing SB 743 within the City's established development review process. Provide guidance to the City on how to be incorporated the analysis needs for addressing SB 743 into its Traffic Analysis Guidelines related to CEQA development review and traffic impact fee development.	Two workshops on SB 743 implementation. PowerPoint presentations, handouts and other background information used or developed for the workshops.

	relation to the City's regional responsibilities under SJCOG's Congestion Management Program and the Caltrans Project Review Process (PA-ED phase) for infrastructure improvements.		
Establish Thresholds of Significance for VMT	Based on scenario testing of future land use and transportation networks, Kimley-Horn will generate a menu of VMT metrics and test the sensitivity of those metrics to various land use changes covering a range of development types (residential and non-residential) and area types (urban, suburban, rural). Based on this screening analysis Kimley-Horn will work closely with City staff to select the preferred VMT metrics and thresholds of significance – including significance criteria Kimley-Horn will establish origin-destination based total VMT for the City of Tracy for establishing per capita VMT. Kimley-Horn will evaluate up to three land use alternatives for determining the impact of VMT analysis and the thresholds. Kimley -Horn will also review the regional VMT and its use in Tracy.	Establish VMT metrics and thresholds of significance – including significance criteria that provide the most reasonable City development outcomes while also satisfying the requirements of SB 743 for CEQA compliance. This information will also inform updates to the City's Traffic Analysis Guidelines and the City's General Plan Circulation Element.	Technical Memorandum identifying the preferred VMT metrics and the thresholds of significance and significance criteria.
Review and Analyze City GP Policy and make recommendations for VMT changes	In coordination with City Public Works and Community Planning staff, Kimley-Horn will review the City's General Plan policies relative to SB 743 and products developed in the prior task and identify where policy modifications may be needed and why Kimley-Horn will determine VMT estimates for each Traffic Analysis Zone (TAZ) for the City of Tracy to prepare screening maps. Kimley-Horn will develop a spreadsheet tool for estimating project related VMT. .	Identification of all potential inconsistencies between the TMP with the City's existing Circulation Element and General Plan Policies, Traffic Guidelines, Development Review Guidelines and Fee Study are identified and documented including recommended changes.	Memorandum identifying all planning documents and policies that require modification to support SB 743 provisions including recommended changes. .

06/12/2018 Update

Exhibit B

Number	Task Description	KIMLEY-HORN: Laura Worthington Forbes / Parag Metha $360.00	Frederik Venter / Kevin Aguigui $340.00	Schmitt/Damkowitch/Sower $290.00	Frank Cai / Danile Wong/Safi $210.00	Garcia / Mirabella / Wu $175.00	Carley / Muthireddy $235.00	Admin / Graphics $115.00	KHA Total Hours	KHA Total Fee	WILLDAN: James Edison $250.00	Carlso Villareal $195.00	Willdan Total Hours	Willdan Total Fee	KH TEAM: Total Hours	Total Fee
1	**Project Coordination and Management**	**12**	**48**	**40**	**0**	**68**	**8**	**10**	**186**	**$ 47,170**	**8**	**8**	**16**	**$ 3,560**	**202**	**$ 50,730.00**
	Kick-off Workshop	2	8	16		16		2	44	$ 11,110			0	$ -	**44**	**$ 11,110.00**
	Coordination - 8 City meetings	4	32	24		40	8	6	114	$ 28,850	8	8	16	$ 3,560	**130**	**$ 32,410.00**
	Public Hearings - 2 City meetings	6	8			12		2	28	$ 7,210			0	$ -	**28**	**$ 7,210.00**
2	**Master Planning**	**0**	**54**	**130**	**574**	**238**	**0**	**28**	**1024**	**$ 221,470**	**0**	**0**	**0**	**$ -**	**1024**	**$ 221,470.00**
	Obtain 2017 volumes, data, maps		6	10	64	10		4	94	$ 20,590			0	$ -	**94**	**$ 20,590.00**
	Evaluate SOI , SP, Plan Areas in 3 model scenarios		6	20	160	10		4	200	$ 43,650			0	$ -	**200**	**$ 43,650.00**
	Update the Roadway Network		6	40	42	10		4	102	$ 24,670			0	$ -	**102**	**$ 24,670.00**
	Develop Final 2040 model volumes and capcities		6	20	160	40		4	230	$ 48,900			0	$ -	**230**	**$ 48,900.00**
	v/c and LOS analysis		6	20	80	120		4	230	$ 46,100			0	$ -	**230**	**$ 46,100.00**
	Review COA and changes to TMP		6	6	24	10		4	50	$ 11,030			0	$ -	**50**	**$ 11,030.00**
	ID inconsistencies between 2012 TMP and 2018 TMP		6	6	24	10		4	50	$ 11,030			0	$ -	**50**	**$ 11,030.00**
	Consolidate ROW needs for Horizon and Buildout		4	4	12	10			30	$ 6,790			0	$ -	**30**	**$ 6,790.00**
	Minor updates: Truck Route Plan, ITS and RR Crossings		4			8			12	$ 2,760			0	$ -	**12**	**$ 2,760.00**
	ID inconsistencies between 2012 TMP and 2018 TMP		4	4	8	10			26	$ 5,950			0	$ -	**26**	**$ 5,950.00**
3	**Roadway Functional Classification**	**0**	**38**	**0**	**0**	**195**	**40**	**116**	**389**	**$ 69,785**	**0**	**0**	**0**	**$ -**	**389**	**$ 69,785.00**
	Update Road Class System: speeds, curvature		4			40	20	8	72	$ 13,980			0	$ -	**72**	**$ 13,980.00**
	Update Connectivity: standards, spacing, access		4			20	20	8	52	$ 10,480			0	$ -	**52**	**$ 10,480.00**
	Update Bike and Ped Masterplan		30			135		100	265	$ 45,325			0	$ -	**265**	**$ 45,325.00**
4	**Phasing and Implementation Plan**	**0**	**12**	**34**	**0**	**50**	**0**	**22**	**118**	**$ 25,220**	**8**	**8**	**16**	**$ 3,560**	**134**	**$ 28,780.00**
	Develop Initial Implementation Plan		4	4		20			28	$ 6,020			0	$ -	**28**	**$ 6,020.00**
	Develop Process Chart and Guidelines		4	4		20			28	$ 6,020	4	4	8	$ 1,780	**36**	**$ 7,800.00**
	Define Process for CIP updates		4	26		10		22	62	$ 13,180	4	4	8	$ 1,780	**70**	**$ 14,960.00**
5	**Funding**	**0**	**18**	**0**	**0**	**100**	**60**	**8**	**186**	**$ 38,640**	**0**	**0**	**0**	**$ -**	**186**	**$ 38,640.00**
	Preliminary Engineering Designs, Quantities and Costs		6			40	30		76	$ 16,090			0	$ -	**76**	**$ 16,090.00**
	Program Start-up Phase		6			40	30		76	$ 16,090			0	$ -	**76**	**$ 16,090.00**
	Program Administration Phase (2 meetings)		6			20		8	34	$ 6,460			0	$ -	**34**	**$ 6,460.00**
6	**Technical Support to the City's EIR Consultant**	**0**	**22**	**0**	**0**	**28**	**0**	**8**	**58**	**$ 13,300**	**0**	**0**	**0**	**$ -**	**58**	**$ 13,300.00**
	Technical Support		6			10			16	$ 3,790			0	$ -	**16**	**$ 3,790.00**
	Prepare Technical Sections		6			10			16	$ 3,790			0	$ -	**16**	**$ 3,790.00**
	Provide Assistance during EIR		10			8		8	26	$ 5,720			0	$ -	**26**	**$ 5,720.00**
7	**SB 743 Analysis and Policy Support**	**24**	**44**	**144**	**160**	**20**	**0**	**0**	**392**	**$ 102,460**	**8**	**12**	**20**	**$ 4,340**	**412**	**$ 106,800.00**
	Review and Understand Changes of SB 743	4	4	24		10			42	$ 11,510	4	8	12	$ 2,560	**54**	**$ 14,070.00**
	Significance of VMT	20	40	120	160	10			350	$ 90,950	4	4	8	$ 1,780	**358**	**$ 92,730.00**
8	**Admin, Draft and Final 2018 TMP and TIF Report**	**0**	**28**	**16**	**54**	**90**	**14**	**24**	**226**	**$ 47,300**	**2**	**4**	**6**	**$ 1,280**	**232**	**$ 48,580.00**
	Administartive Draft Report and RTC		10	8	22	40	6	8	94	$ 19,670	2	4	6	$ 1,280	**100**	**$ 20,950.00**
	Draft Report and RTC		10	4	20	40	6	8	88	$ 18,090			0	$ -	**88**	**$ 18,090.00**
	Final Report and RTC		8	4	12	10	2	8	44	$ 9,540			0	$ -	**44**	**$ 9,540.00**
		#REF!	#REF!	#REF!	#REF!	#REF!		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
TOTALS																
	Sub-total Labor Hours	**36**	**264**	**364**	**788**	**789**	**122**	**216**	**2579**		**26**	**32**	**58**		**2,637**	
	Sub-total Labor Fee	**$ 12,960**	**$ 89,760**	**$ 105,560**	**$ 165,480**	**$ 138,075**	**$ 28,670**	**$ 24,840**		**$ 565,345**	**$ 6,500**	**$ 6,240**		**$ 12,740**		**$ 578,085**
	Counts (IDAX)													$ 30,000		**$ 30,000.00**
	Model Plots, Materials & supplies									$ 2,000				$ -		**$ 2,000.00**
	Travel & Mileage									$ 900				$ 600		**$ 1,500.00**
	TOTAL FEE									**$ 568,245**				**$ 43,340**		**$ 611,585.00**

RESOLUTION 2018-_____

APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE CITYWIDE ROADWAY, TRANSPORTATION, AND BIKEWAYS MASTER PLAN UPDATE (CIP 73173 & CIP 78171) FOR AN AMOUNT NOT TO EXCEED $611,585, AND APPROVING AN APPROPRIATION OF $100,000 FOR CAPITAL IMPROVEMENT PROJECT 73173 FROM FUND 363 IN FY 2018-19

WHEREAS, The Citywide Roadway and Transportation, and Bikeways Master Plans are planning level documents that outlines existing facilities and upgrades needed to accommodate traffic projections generated within the current City boundary and the City's Sphere of Influence under a fully developed condition, and

WHEREAS, The existing Roadway and Transportation Master Plan was adopted in 2012 and needs updating to address recent and proposed development and changes to the Roadway system, and

WHEREAS, The existing Bikeway Master Plan was adopted in 2005 and needs updating to address recent and proposed development and changes to Bikeway system, and

WHEREAS, A Request for Proposals for the Roadway and Transportation Master Plan Update was issued on November 8, 2016, and

WHEREAS, Three proposals were received and the proposal submitted by Kimley-Horn and Associates, Inc. of San Jose, California was determined to be the most responsive to the City's needs, and

WHEREAS, A Professional Services Agreement was negotiated with a not-to-exceed cost of $611,585, and

WHEREAS, Currently, the available funds for CIP 73173 is $300,000 and for CIP 78171 is $100,000, and an appropriation of $100,000 from Fund 363 is necessary for CIP 73173;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed $611,585 for the Citywide Roadway, Transportation, and Bikeway Master Plan Update**,** approve an appropriation of $100,000 from Fund 363 for Capital Improvement Project CIP 73173 in FY 2018-19.

* * * * * * * * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 18th day of September 2018, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.E

REQUEST

APPROVE AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT WITH IBI GROUP FOR THE BOYD SERVICE CENTER RENOVATION PHASE 2 PROJECT (CIP 71091) WITH A NOT TO EXCEED AMOUNT OF $24,500, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Staff requests that Council approve Amendment No.1 to a Professional Services Agreement (PSA) with IBI Group for the Boyd Service Center Renovation Phase 2 Project – CIP 71091, specifically for Construction Administration review of submittals regarding the construction of the project.

DISCUSSION

The City of Tracy entered a Professional Services Agreement with IBI Group, Inc. (Consultant) on March 27, 2017 for design services for the Boyd Service Center Renovation Phase 2 Project, CIP 71091. This agreement did not include Consultant services that are needed to provide construction administration including design support during construction to review submittals, request for information and provide assistance to prepare contract change orders.

On July 19, 2018, the City requested a proposal from the Consultant to provide construction administration services for the Project. On July 27, 2018, the Consultant submitted its proposal to the City. After negotiations between the City and Consultant, the parties have reached an agreement for the performance of these additional services, which require that the Agreement be amended to include construction administration services according to the Scope of Services (described below) and to increase compensation by an additional amount not to exceed $21,025. Staff is adding a 14% contingency to this amount.

The tasks that IBI Group are to perform include the following:

TASK 4, Construction Administration

Provide limited Construction Administration Services as set forth below.

A. RFIs - Review requests by the Contractor for additional information about the Contract Documents.
B. ASIs – Prepare and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
C. Construction Meetings - Attend six site meetings, 1 per month and provide a written site observation for the following conditions:
    a. To become generally familiar with and to keep the City informed about the progress and quality of the portion of the project under construction.

b. Identify and advise the City of any construction not in conformance with the Contract Documents.

D. Submittals – Review and take appropriate actions upon the Contractor's submittals such as Shop Drawings, and Product Data and for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

E. Logs - Maintain a record of RFIs, submittals and responses supplied by the Contractor.

F. Punch List - Observations for Final Completion shall be conducted with the City's designated representative to check conformance of the construction with the requirements of the Contract Documents.

TASK 5, Record Documents and Project Close-Out

A. Review Contractor-supplied operation and maintenance manuals for completeness as noted in the Contract Documents.

B. Review final pay requests from Contractor.

C. As an additional service, IBI can incorporate addenda, change orders, Request for Information (RFI) and any other document revisions as well as as-built drawings and specifications modifications by the Contractor into a record documentation package to be provided to the City. The final documentation package shall be in an electronic format (PDF).

STRATEGIC PLAN

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

FISCAL IMPACT

The costs associated with this Amendment will be funded through the current existing budget for CIP 71091 - Boyd Service Center Renovation Phase 2. There are sufficient funds budgeted in CIP 71091 for this request.

RECOMMENDATION

Staff recommends that City Council, by resolution, approve Amendment No. 1 to the PSA with IBI Group in the amount of $21,025, and add a 14% contingency, with a total not to exceed amount of $24,500.

Prepared by: Matthew Brown, PE, Associate Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Andrew Malik, Development Services Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager
Leticia Ramirez, Assistant City Attorney

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – PSA with IBI Group, Inc.

City of Tracy
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES
FOR
BOYD SERVICE CENTER RENOVATION PHASE 2 CIP 71091

This Amendment No. 1 (Amendment) to the Professional Services Agreement – Design Services for Public Works Yard Renovation Phase 2 CIP 71091 is entered into between the City of Tracy, a municipal corporation (City), and IBI Group, a California General Partnership (Consultant).

Recitals

A. On March 27, 2017 the City and IBI Group entered into a Professional Services Agreement (Agreement) for the Boyd Service Center Renovation Phase 2 CIP 71091 (hereinafter "Project"), which was approved by the City Manager.

B. Consultant is a licensed architect who prepared the original design specifications for the Project approved by Council on October 20, 2009 pursuant to Resolution No. 2009-186 and CIP 71054 which was subdivided into multiple phases due to the availability of funding.

C. Additional Consultant services are needed to provide construction administration including design support during construction to review submittals, request for information and provide assistance to prepare contract change orders.

D. On July 19, 2018, City requested a proposal from the Consultant to provide construction administration services for the Project. On July 27, 2018, Consultant submitted its proposal to the City. After negotiations between the City and Consultant, the parties have reached an agreement for the performance of these additional services which require that the Agreement be amended to include construction administration services in the scope of services and to increase compensation by an additional $21,025.

Now therefore, the parties mutually agree as follows:

1. Incorporation by Reference. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.

2. Terms of Amendment.

A. Amendment to Section 1 of the Agreement. The following language shall be added as sub-item 1.1 to Section 1 of the Agreement.

"1.1 Consultant shall also perform the tasks described in Exhibit "A-1" titled "Additional Scope of Services and Fees" attached to Amendment No. 1 of the Agreement and incorporated herein by reference."

B. Amendment to Section 3.1 of the Agreement. Section 3.1 "General" is hereby amended to read as follows:

"For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed $64,135. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval."

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

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

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

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

City of Tracy

_____
By: Randall Bradley
Title: City Manager

Date: _____

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form

By: _____
Thomas T. Watson, City Attorney

Consultant
IBI Group, a California General Partnership

By: _____
Kirk Shimazu
Title: Associate Director

Date: 8-28-2018

Federal Employer Tax ID No. 77-0166282

By: _____
Steve Sowa
Title: Design Principal

Date: 8-28-2018

City Business License # 06012351, 6-30-19

Attachment A-1 – Additional Scope of Services and Fees

EXHIBIT "A-1" – Additional Scope of Services and Fees

TASK 4, Construction Administration

A. Provide limited Construction Administration Services as set forth below.
   1. RFI's - Review requests by the Contractor for additional information about the Contract Documents.
   2. ASI's – Prepare and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
   3. Construction Meetings - Attend six site meetings, 1 per month and provide a written site observation for the following conditions:
      a. To become generally familiar with and to keep the City informed about the progress and quality of the portion of the project under construction.
      b. Identify and advise the City of any construction not in conformance with the Contract Documents.
   4. Submittals – Review and take appropriate actions upon the Contractor's submittals such as Shop Drawings, and Product Data and for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
   5. Logs - Maintain a record of RFI's, submittals and responses supplied by the Contractor.
   6. Punch List - Observations for Final Completion shall be conducted with the City's designated representative to check conformance of the construction with the requirements of the Contract Documents.

TASK 5, Record Documents and Project Close-Out

1. Review Contractor-supplied operation and maintenance manuals for completeness as noted in the Contract Documents.
2. Review final pay request from Contractor.
3. As an additional service, IBI can incorporate addenda, change orders, Request for Information (RFI) and any other document revisions as well as as-built drawings and specifications modifications by the Contractor into a record documentation package to be provided to the City. The final documentation package shall be in an electronic format (PDF).

The Schedule of fees for Tasks 4 and 5 are detailed in the table below

FEE SCHEDULE

Description	Fee
TASK 4, Construction Administration	
Architectural	$12,800
Electrical	$725
Mech/Plumbing	$6,000
Structural	$1,500
Total	
TASK 5, Record Documents and Project Close-Out	$ 1,200
TOTAL	$ 21,025

RESOLUTION 2018-_____

APPROVING AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT WITH IBI GROUP, A CALIFORNIA GENERAL PARTNERSHIP, FOR THE BOYD SERVICE CENTER RENOVATION PHASE 2 PROJECT, CIP 71091 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, IBI Group is a licensed architect who prepared the original design specifications for the Project approved by Council on October 20, 2009 pursuant to Resolution No. 2009-186 and CIP 71054 which was subdivided into multiple phases due to the availability of funding, and

WHEREAS, On March 27, 2017 the City and IBI Group entered into a Professional Services Agreement (Agreement) for the Boyd Service Center Renovation Phase 2 CIP 71091 (Project), which was approved by the City Manager, and

WHEREAS, Additional Consultant services are needed to provide construction administration including design support during construction to review submittals, request for information and provide assistance to prepare contract change orders, and

WHEREAS, On July 19, 2018, the City requested a proposal from the Consultant to provide construction administration services for the Project. On July 27, 2018, the Consultant submitted its proposal to the City. After negotiations between the City and Consultant, the parties have reached an agreement for the performance of these additional services, and

WHEREAS, The Agreement is required to be amended to include construction administration services in the Scope of Services and to increase compensation by an additional cost not to exceed $21,025, and add an additional contingency of 14% for staff time to result in a total increased cost of $24,500.

WHEREAS, The costs associated with this Professional Services Agreement (PSA) with IBI Group will be funded through the current existing budget for CIP 71091 - Boyd Service Center Renovation Phase 2;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No.1 to the PSA with IBI Group in the amount of $21,025, and add a 14% contingency, with a total not to exceed amount of $24,500, and authorizes the City Manager to execute the Agreement.

* * * * * * * * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 18th day of September, 2018, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.F

REQUEST

APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH HUMPHREYS UNIVERSITY FOR USE OF CITY FACILITIES TO ADMINISTER ITS HIGHER EDUCATION PROGRAMS

EXECUTIVE SUMMARY

In 2018, the City of Tracy entered into discussions with Humphreys University (Humphreys), based in Stockton, California, to provide higher education programs in Tracy. Given the local and regional benefit of Humphreys' higher education presence in Tracy, both parties have indicated interest to enter into a Memorandum of Understanding (MOU) in order to provide higher education programs to Tracy area residents.

An MOU (Attachment "A") has been drafted between the City and Humphreys for: (1) Use of the City Hall Conference Room 203 to administer Humphreys' higher education programs from October 1, 2018 through December 31, 2019, and (2) City marketing and business outreach assistance to further solidify Humphreys' presence in Tracy.

DISCUSSION

Humphreys University, founded in 1896 in Stockton, California, is a non-profit, independent, coeducational university with campuses located in both Stockton and Modesto. Humphreys offers a variety of career-oriented, higher education programs with a foundation in liberal arts. The university has been accredited since 1992 by the Western Association of Schools and Colleges Senior Colleges and University Commission as an undergraduate, graduate, and law school.

In 2018, representatives from Humphreys University approached City staff to discuss the potential for higher educational programming in Tracy. Humphreys is proposing to offer lower division courses, with new terms every 13 weeks. Over time, Humphreys would like to build a larger university presence in Tracy and develop pathways for students to complete degree programs in Tracy, with online and hybrid offerings.

The benefits of the City hosting Humphreys higher education programs include: (1) Providing access to higher education opportunities for residents of Tracy and the surrounding region (2) Boosting economic activity through students and faculty purchasing goods and services from local businesses (3) Preparing the local workforce for jobs that require advanced degrees (4) Attracting future businesses that are drawn to cities with higher education establishments or programs.

Humphreys has submitted a facility use application to rent Tracy Civic Center (City Hall), Conference Room 203, for 117 Monday and Thursday dates, from 6:00 p.m. to 10:00

p.m. on each date, from October 2018 through December 2019 (please refer to attached schedule Exhibit A).

The proposed Humphreys University program schedule does not conflict with the academic program schedules of either Notre Dame de Namur University, held on weekday evenings and Saturdays at the Tracy Transit Station, or with the Executive MBA cohort offered by CSU Stanislaus, held on Saturdays in City Hall Conference Room 203.

The non-profit rental fee associated with the proposed facility rental is approximately $13,200. Given the benefits of the Humphreys University higher education program to the Tracy community, the City negotiated a fee of $5,035. Humphreys will also pay a $236 damage deposit, which will be refundable at the conclusion of the facility use permit, less any deductions for damages to the facility or equipment.

The City (as part of the MOU) will provide ongoing outreach support to Humphreys through the following mechanisms:

- Access and installation of up to five (5) bus shelter posters in various bus shelter locations throughout Tracy ($100 value)
- Posting of Humphreys materials on the City website and social media sites;
- Ongoing outreach assistance to local businesses, major employers, and community organizations.
- As the City Council approves additional banner locations, and as funding is identified, the City will engage in discussions with Humphreys on banner installation opportunities.

Staff has developed an MOU for Humphreys University's use of City facilities with the negotiated rental fee and conditions of facility use (Attachment "A") for Council's approval.

STRATEGIC PLAN

This agenda item supports the City's Economic Development Strategic Plan and specifically implements the following goal:

Economic Development Strategy

Goal 3: Support a higher education presence in Tracy.

FISCAL IMPACT

Approval of this MOU will have a fiscal impact to the General Fund for staff time and resources related to the use of City facilities. Staff time may vary based on actual needs and demands of each event and use and the loss of revenue is $8,265.

The expenses identified in this MOU agreement are summarized in the table below:

Item:	Actual Cost:	Humphreys Cost:
2-Year Nonprofit Room Rental Fee	$13,200	$5,035
Bus Shelter posters (5)	$100	$0
Humphreys Material Posting/ Outreach	$0	$0
Total:	$13,300	$5,035

RECOMMENDATION

That City Council adopt a Resolution approving an MOU between the City of Tracy and Humphreys University (Attachment "A").

Prepared by: Christine Mabry, Management Analyst I

Reviewed by: Thien Nguyen, Recreation Services Supervisor
Vanessa Carrera, Public Information Officer.
Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – MOU between the City of Tracy and Humphreys University

Exhibits: A – Draft Facility Use Permit
B – Civic Center Rate Sheet
C – Wi-Fi Acceptable Use Policy
D – City of Tracy Banner Guidelines
E – City of Tracy Bus Shelter Poster Specifications & Guidelines
F – Facility Reservation Handbook

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF TRACY AND HUMPHREYS UNIVERSITY FOR THE USE OF CITY FACILITIES

I. **PARTIES:** This Memorandum of Understanding (MOU) is made by and between the City of Tracy (City) a municipal corporation, and Humphreys University (Humphreys), a non-profit, independent, accredited, coeducational institution of higher education.

II. **RECITALS:** Humphreys University offers a variety of career-oriented, higher education programs with a foundation in liberal arts. The university has been accredited since 1992 by the Western Association of Schools and Colleges Senior Colleges and University Commission as an undergraduate, graduate, and law school.

Humphreys desires to reserve space in the City's Civic Center (City Hall) to provide higher education courses. The total estimated value of the non-profit rental fees to reserve the City's Civic Center space is approximately thirteen thousand two hundred dollars ($13,200).

The City Council recognizes Humphreys as a collaborator with the City to enhance education opportunities for its citizens and others through the provision of offering higher education courses.

After negotiations between the City and Humphreys, the parties have reached an agreement for discounted non-profit rental fees for the facility use in accordance with the terms set forth in this MOU.

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

A. City shall:

1. Provide rental of the Civic Center (City Hall) Conference Room 203 (or comparable conference rooms) to Humphreys, for 117 Monday and Thursday dates in 2018, from 6:00 p.m. to 10:00 p.m. on each date, from October 2018 through December 2019 (please refer to attached schedule Exhibit A).

2. Should Humphreys choose to secure additional rental dates or times at City Hall or any other City facility, outside of the facility rentals outlined in item A.1 and Exhibit A, Humphreys will be charged at the non-profit rental rate outlined in Exhibit B.

3. Provide access for use of SmartScreen technology and A/V equipment in Room 203. Accommodate Humphreys' staff appointments during regular City business hours to test equipment setup. City staff is unable to provide technical support outside regular City business hours.

4. Provide public Wi-Fi service on an "as-is" and "as available" basis, according

to the City of Tracy Wi-Fi Acceptable Use Policy in Exhibit C.

5. Provide a maximum of 9 tables, seating 3 each, and 40 chairs, and one speaker's lectern. City staff shall set up chairs and tables according to the room diagram provided by Humphreys to the City's Community Facilities Division.

6. Provide access to public restrooms and free parking for program participants.

7. Provide clean facilities in good repair.

8. Ensure that the room is unlocked prior to the start of the day and locked at the end of the day for each program day.

9. As the City Council approves additional banner locations, and as funding is identified, the City will engage in discussions with Humphreys on banner installation opportunities.

10. Provide access and installation of up to five (5) bus shelter posters at various City of Tracy bus shelter locations (a value of $100). The bus shelter posters shall promote Humphreys' community-wide events, such as informational workshops or open houses. The posters shall be printed to the specifications set forth by the City, attached as Exhibit E; Humphreys will provide the posters to City staff for installation.

11. Advertise Humphreys – Tracy campus promotional flyers on Channel 26 and the City's website and social media sites. As other advertisement opportunities come about, the City will explore them with Humphreys.

12. Engage in joint marketing meetings with Humphreys.

13. Actively promote Humphreys to local businesses, employers, community organizations and businesses in neighboring towns.

B. Humphreys shall:

1. Pay the City a total non-profit rental fee in the amount of five thousand thirty-five dollars ($5,035), plus a refundable two hundred thirty-six dollar ($236) security deposit. The security deposit is refundable at the end of the facility use permit.

2. Provide the necessary staff, volunteers, equipment, and promotions to successfully conduct the Tracy campus programs, and have a Humphreys' representative or faculty member on site during classroom instruction. Said representative or faculty member shall not leave rental facilities unattended and shall notify the City in advance when rentals will be vacated early.

3. Adequately test SmartScreen technology and A/V equipment in Room 203

during regular City business hours, prior to class days. Technical support is not available outside regular City business hours.

4. Acknowledge and agree to follow the City of Tracy Wi-Fi Acceptable Use Policy in Exhibit C.

5. Adequately clean any City facilities to acceptable condition after permitted use. This includes ensuring all perishable food and trash is removed.

6. Facilitate and pay for any repairs to damages caused by such use, other than normal wear and tear.

7. Adhere to the City's established facility rental policies and processes outlined in the City's Facility Reservation Handbook attached as Exhibit F.

8. Notify the Community Facilities Division, in writing, no later than 4 weeks before the first day of each academic course, of rentals that will not be occupied as part of the MOU. The City shall charge Humphreys, at the non-profit rental rate, for unoccupied rooms that remain reserved for the duration of the course.

9. Provide the Community Facilities Division with Humphreys' schedule of academic programs scheduled in City Hall Conference Room 203, including the estimated number of students enrolled in each program, on or before the first day of each academic term.

10. Provide computer laptops, audio/visual cables, and white boards for classroom use.

11. To the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Humphreys' performance or failure to comply with obligations under this MOU, except to the extent caused by the sole, active negligence or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Humphreys" means the Humphreys, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to.

12. Throughout the duration of this MOU, maintain insurance to cover Humphreys, its agents, representatives, and employees in connection with the performance of services under this MOU at the minimum levels set forth here.

    12.1 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an

amount not less than $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

12.4.2 For any claims related to this MOU, Humphreys' coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Humphreys' insurance and shall not contribute with it.

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

12.6 **Authorized Insurers.** All insurance companies providing coverage to Humphreys 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.

12.7 **Insurance Certificate.** Humphreys shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, no later than five days after the execution of this MOU.

12.8 **Substitute Certificates.** No later than 30 days before the policy expiration date of any insurance policy required by this MOU, Humphreys shall provide a substitute certificate of insurance.

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

C. The parties shall agree that:

1. This MOU shall be subject to any and all policies, regulations and ordinances of the City of Tracy.

2. Under no circumstances shall this MOU be interpreted as creating a partnership, joint venture or employment between the parties. Each party acknowledges and agrees that it neither has, nor will give the appearance of

having, any legal authority to bind or commit the other party in any way other than adherence to the terms of this MOU. Humphreys and the City agree that each party shall be responsible for the payment of wages and benefits of each of their respective employees and agents.

IV. **TERMINATION**: Either party may terminate this MOU by providing thirty (30) days prior written notice to the other party of its intention to terminate.

V. **TERM:** This MOU shall take effect on September 18, 2018, and shall continue through December 31, 2019, unless terminated by either party as set forth herein.

VI. **AMENDMENTS**: This MOU 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 MOU, the President of Humphreys University and the City Manager of the City of Tracy shall act as representatives for their respective organizations.

VIII. **NOTICES**:

CITY

City of Tracy
City Manager's Office
333 Civic Center Plaza
Tracy, CA 95376

HUMPHREYS UNIVERSITY

Robert G. Humphreys, Jr.
President
6650 Inglewood Avenue
Stockton, CA 95207

With a copy

to: City

Attorney
333 Civic Center Plaza
Tracy, CA 95376

IX. **ENTIRE AGREEMENT**: This MOU constitutes the entire agreement between the City and Humphreys. Any amendment to this MOU, including oral modification, must be reduced to a writing and signed by both the City and Humphreys.

X. **SIGNATURES**: The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of Humphreys and the City. This MOU shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

City of Tracy

_____
Randall Bradley
City Manager

Date:_____

Humphreys University

_____
Robert G. Humphreys, Jr.
President

Date: 9/6/18

ATTEST:

_____
Adrianne Richardson
City Clerk

Date:_____

APPROVED AS TO FORM:

_____
Thomas Watson
City Attorney

Date:_____

Exhibits:

A – Draft Facility Use Permit
B – Civic Center Rate Sheet
C – Wi-Fi Acceptable Use Policy
D – City of Tracy Banner Guidelines
E – City of Tracy Bus Shelter Poster Specifications & Guidelines
F – Facility Reservation Handbook

EXHIBIT A

Tracy Civic Center (CVC)
333 Civic Center Plaza
Tracy, CA 95376
Phone: (209) 831-6200
FAX: --
Email: parks@ci.tracy.ca.us

Permit #9002056, Pending approval

Apr 10, 2018 9:49 AM
Expires Dec 31, 2019

Company: City Of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Customer Type: City
Prepared By: Debbie DeWolf

Agent: Christine Mabry
Email: christine.mabry@cityoftracy.org

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
$13,139.00	$0	$0	$13,139.00	$236.00	$0	$0	$0	$13,375.00

RESERVATIONS

Event	Resource	Center	Notes
2018-19 Humphreys University #9002056 Type: Class/Instruction Attend/Qty: 40	CVC Room 203 (Upstairs)	Tracy Civic Center (CVC) 333 Civic Center Plaza Tracy, CA 95376 (209) 831-6200	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Monday	Oct 1, 2018	6:00 PM	4 hours	Oct 1, 2018	10:00 PM
Thursday	Oct 4, 2018	6:00 PM	4 hours	Oct 4, 2018	10:00 PM
Monday	Oct 8, 2018	6:00 PM	4 hours	Oct 8, 2018	10:00 PM
Thursday	Oct 11, 2018	6:00 PM	4 hours	Oct 11, 2018	10:00 PM
Monday	Oct 15, 2018	6:00 PM	4 hours	Oct 15, 2018	10:00 PM
Thursday	Oct 18, 2018	6:00 PM	4 hours	Oct 18, 2018	10:00 PM
Monday	Oct 22, 2018	6:00 PM	4 hours	Oct 22, 2018	10:00 PM
Thursday	Oct 25, 2018	6:00 PM	4 hours	Oct 25, 2018	10:00 PM
Monday	Oct 29, 2018	6:00 PM	4 hours	Oct 29, 2018	10:00 PM
Thursday	Nov 1, 2018	6:00 PM	4 hours	Nov 1, 2018	10:00 PM
Monday	Nov 5, 2018	6:00 PM	4 hours	Nov 5, 2018	10:00 PM
Thursday	Nov 8, 2018	6:00 PM	4 hours	Nov 8, 2018	10:00 PM
Monday	Nov 12, 2018	6:00 PM	4 hours	Nov 12, 2018	10:00 PM
Thursday	Nov 15, 2018	6:00 PM	4 hours	Nov 15, 2018	10:00 PM
Monday	Nov 19, 2018	6:00 PM	4 hours	Nov 19, 2018	10:00 PM
Monday	Nov 26, 2018	6:00 PM	4 hours	Nov 26, 2018	10:00 PM
Thursday	Nov 29, 2018	6:00 PM	4 hours	Nov 29, 2018	10:00 PM
Monday	Dec 3, 2018	6:00 PM	4 hours	Dec 3, 2018	10:00 PM
Thursday	Dec 6, 2018	6:00 PM	4 hours	Dec 6, 2018	10:00 PM
Monday	Dec 10, 2018	6:00 PM	4 hours	Dec 10, 2018	10:00 PM
Thursday	Dec 13, 2018	6:00 PM	4 hours	Dec 13, 2018	10:00 PM
Monday	Dec 17, 2018	6:00 PM	4 hours	Dec 17, 2018	10:00 PM
Thursday	Dec 20, 2018	6:00 PM	4 hours	Dec 20, 2018	10:00 PM

Summary	Notes
Total Number of Dates: 23 Total Time: 92 hours	--

RESERVATIONS

Event	Resource	Center	Notes

2018-19 Humphreys University #9002056 CVC Room 203 (Upstairs) Tracy Civic Center (CVC) --
Type: Class/Instruction
Attend/Qty: 20

333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6200

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Thursday	Jan 3, 2019	6:00 PM	4 hours	Jan 3, 2019	10:00 PM
Monday	Jan 7, 2019	6:00 PM	4 hours	Jan 7, 2019	10:00 PM
Thursday	Jan 10, 2019	6:00 PM	4 hours	Jan 10, 2019	10:00 PM
Thursday	Jan 17, 2019	6:00 PM	4 hours	Jan 17, 2019	10:00 PM
Monday	Jan 21, 2019	6:00 PM	4 hours	Jan 21, 2019	10:00 PM
Thursday	Jan 24, 2019	6:00 PM	4 hours	Jan 24, 2019	10:00 PM
Monday	Jan 28, 2019	6:00 PM	4 hours	Jan 28, 2019	10:00 PM
Thursday	Jan 31, 2019	6:00 PM	4 hours	Jan 31, 2019	10:00 PM
Monday	Feb 4, 2019	6:00 PM	4 hours	Feb 4, 2019	10:00 PM
Thursday	Feb 7, 2019	6:00 PM	4 hours	Feb 7, 2019	10:00 PM
Monday	Feb 11, 2019	6:00 PM	4 hours	Feb 11, 2019	10:00 PM
Thursday	Feb 14, 2019	6:00 PM	4 hours	Feb 14, 2019	10:00 PM
Thursday	Feb 21, 2019	6:00 PM	4 hours	Feb 21, 2019	10:00 PM
Monday	Feb 25, 2019	6:00 PM	4 hours	Feb 25, 2019	10:00 PM
Thursday	Feb 28, 2019	6:00 PM	4 hours	Feb 28, 2019	10:00 PM
Monday	Mar 4, 2019	6:00 PM	4 hours	Mar 4, 2019	10:00 PM
Thursday	Mar 7, 2019	6:00 PM	4 hours	Mar 7, 2019	10:00 PM
Monday	Mar 11, 2019	6:00 PM	4 hours	Mar 11, 2019	10:00 PM
Thursday	Mar 14, 2019	6:00 PM	4 hours	Mar 14, 2019	10:00 PM
Monday	Mar 18, 2019	6:00 PM	4 hours	Mar 18, 2019	10:00 PM
Thursday	Mar 21, 2019	6:00 PM	4 hours	Mar 21, 2019	10:00 PM
Monday	Mar 25, 2019	6:00 PM	4 hours	Mar 25, 2019	10:00 PM
Thursday	Mar 28, 2019	6:00 PM	4 hours	Mar 28, 2019	10:00 PM
Monday	Apr 1, 2019	6:00 PM	4 hours	Apr 1, 2019	10:00 PM
Thursday	Apr 4, 2019	6:00 PM	4 hours	Apr 4, 2019	10:00 PM
Monday	Apr 8, 2019	6:00 PM	4 hours	Apr 8, 2019	10:00 PM
Thursday	Apr 11, 2019	6:00 PM	4 hours	Apr 11, 2019	10:00 PM
Monday	Apr 15, 2019	6:00 PM	4 hours	Apr 15, 2019	10:00 PM
Thursday	Apr 18, 2019	6:00 PM	4 hours	Apr 18, 2019	10:00 PM
Monday	Apr 22, 2019	6:00 PM	4 hours	Apr 22, 2019	10:00 PM
Thursday	Apr 25, 2019	6:00 PM	4 hours	Apr 25, 2019	10:00 PM
Monday	Apr 29, 2019	6:00 PM	4 hours	Apr 29, 2019	10:00 PM
Thursday	May 2, 2019	6:00 PM	4 hours	May 2, 2019	10:00 PM
Monday	May 6, 2019	6:00 PM	4 hours	May 6, 2019	10:00 PM
Thursday	May 9, 2019	6:00 PM	4 hours	May 9, 2019	10:00 PM
Monday	May 13, 2019	6:00 PM	4 hours	May 13, 2019	10:00 PM
Thursday	May 16, 2019	6:00 PM	4 hours	May 16, 2019	10:00 PM
Monday	May 20, 2019	6:00 PM	4 hours	May 20, 2019	10:00 PM
Thursday	May 23, 2019	6:00 PM	4 hours	May 23, 2019	10:00 PM
Thursday	May 30, 2019	6:00 PM	4 hours	May 30, 2019	10:00 PM
Monday	Jun 3, 2019	6:00 PM	4 hours	Jun 3, 2019	10:00 PM
Thursday	Jun 6, 2019	6:00 PM	4 hours	Jun 6, 2019	10:00 PM
Monday	Jun 10, 2019	6:00 PM	4 hours	Jun 10, 2019	10:00 PM
Thursday	Jun 13, 2019	6:00 PM	4 hours	Jun 13, 2019	10:00 PM
Monday	Jun 17, 2019	6:00 PM	4 hours	Jun 17, 2019	10:00 PM
Thursday	Jun 20, 2019	6:00 PM	4 hours	Jun 20, 2019	10:00 PM
Monday	Jun 24, 2019	6:00 PM	4 hours	Jun 24, 2019	10:00 PM
Thursday	Jun 27, 2019	6:00 PM	4 hours	Jun 27, 2019	10:00 PM

Monday	Jul 1, 2019	6:00 PM	4 hours	Jul 1, 2019	10:00 PM
Monday	Jul 8, 2019	6:00 PM	4 hours	Jul 8, 2019	10:00 PM
Thursday	Jul 11, 2019	6:00 PM	4 hours	Jul 11, 2019	10:00 PM
Monday	Jul 15, 2019	6:00 PM	4 hours	Jul 15, 2019	10:00 PM
Thursday	Jul 18, 2019	6:00 PM	4 hours	Jul 18, 2019	10:00 PM
Monday	Jul 22, 2019	6:00 PM	4 hours	Jul 22, 2019	10:00 PM
Thursday	Jul 25, 2019	6:00 PM	4 hours	Jul 25, 2019	10:00 PM
Monday	Jul 29, 2019	6:00 PM	4 hours	Jul 29, 2019	10:00 PM
Thursday	Aug 1, 2019	6:00 PM	4 hours	Aug 1, 2019	10:00 PM
Monday	Aug 5, 2019	6:00 PM	4 hours	Aug 5, 2019	10:00 PM
Thursday	Aug 8, 2019	6:00 PM	4 hours	Aug 8, 2019	10:00 PM
Monday	Aug 12, 2019	6:00 PM	4 hours	Aug 12, 2019	10:00 PM
Thursday	Aug 15, 2019	6:00 PM	4 hours	Aug 15, 2019	10:00 PM
Monday	Aug 19, 2019	6:00 PM	4 hours	Aug 19, 2019	10:00 PM
Thursday	Aug 22, 2019	6:00 PM	4 hours	Aug 22, 2019	10:00 PM
Monday	Aug 26, 2019	6:00 PM	4 hours	Aug 26, 2019	10:00 PM
Thursday	Aug 29, 2019	6:00 PM	4 hours	Aug 29, 2019	10:00 PM
Thursday	Sep 5, 2019	6:00 PM	4 hours	Sep 5, 2019	10:00 PM
Monday	Sep 9, 2019	6:00 PM	4 hours	Sep 9, 2019	10:00 PM
Thursday	Sep 12, 2019	6:00 PM	4 hours	Sep 12, 2019	10:00 PM
Monday	Sep 16, 2019	6:00 PM	4 hours	Sep 16, 2019	10:00 PM
Thursday	Sep 19, 2019	6:00 PM	4 hours	Sep 19, 2019	10:00 PM
Monday	Sep 23, 2019	6:00 PM	4 hours	Sep 23, 2019	10:00 PM
Thursday	Sep 26, 2019	6:00 PM	4 hours	Sep 26, 2019	10:00 PM
Monday	Sep 30, 2019	6:00 PM	4 hours	Sep 30, 2019	10:00 PM
Thursday	Oct 3, 2019	6:00 PM	4 hours	Oct 3, 2019	10:00 PM
Monday	Oct 7, 2019	6:00 PM	4 hours	Oct 7, 2019	10:00 PM
Thursday	Oct 10, 2019	6:00 PM	4 hours	Oct 10, 2019	10:00 PM
Monday	Oct 14, 2019	6:00 PM	4 hours	Oct 14, 2019	10:00 PM
Thursday	Oct 17, 2019	6:00 PM	4 hours	Oct 17, 2019	10:00 PM
Monday	Oct 21, 2019	6:00 PM	4 hours	Oct 21, 2019	10:00 PM
Thursday	Oct 24, 2019	6:00 PM	4 hours	Oct 24, 2019	10:00 PM
Monday	Oct 28, 2019	6:00 PM	4 hours	Oct 28, 2019	10:00 PM
Thursday	Oct 31, 2019	6:00 PM	4 hours	Oct 31, 2019	10:00 PM
Monday	Nov 4, 2019	6:00 PM	4 hours	Nov 4, 2019	10:00 PM
Thursday	Nov 7, 2019	6:00 PM	4 hours	Nov 7, 2019	10:00 PM
Thursday	Nov 14, 2019	6:00 PM	4 hours	Nov 14, 2019	10:00 PM
Monday	Nov 18, 2019	6:00 PM	4 hours	Nov 18, 2019	10:00 PM
Thursday	Nov 21, 2019	6:00 PM	4 hours	Nov 21, 2019	10:00 PM
Monday	Nov 25, 2019	6:00 PM	4 hours	Nov 25, 2019	10:00 PM
Monday	Dec 2, 2019	6:00 PM	4 hours	Dec 2, 2019	10:00 PM
Thursday	Dec 5, 2019	6:00 PM	4 hours	Dec 5, 2019	10:00 PM
Monday	Dec 9, 2019	6:00 PM	4 hours	Dec 9, 2019	10:00 PM
Thursday	Dec 12, 2019	6:00 PM	4 hours	Dec 12, 2019	10:00 PM
Monday	Dec 16, 2019	6:00 PM	4 hours	Dec 16, 2019	10:00 PM
Thursday	Dec 19, 2019	6:00 PM	4 hours	Dec 19, 2019	10:00 PM

Summary **Notes**

Total Number of Dates: 94
Total Time: 376 hours

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CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge

Permit Application Fee	2018-19 Humphreys University #9002056 CVC Room 203 (Upstairs)	$35.00	1.00	--	$35.00
Rental Fee	2018-19 Humphreys University #9002056 CVC Room 203 (Upstairs)	$28.00	92.00	--	$2,576.00
Rental Fee	2018-19 Humphreys University #9002056 CVC Room 203 (Upstairs)	$28.00	376.00	--	$10,528.00

DEPOSITS

Deposit Charge	Event / Resource	Charge	Tax	Amount paid	Refunds	Balance
Security Deposit	2018-19 Humphreys University #9002056 CVC Room 203 (Upstairs)	$236.00	$0	$0	$0	$236.00

Payment Schedule for Original Balance of $13,375.00

Due Date	Amount Due	Amount Paid	Withdrawal Adjustment	Balance
Oct 1, 2018	$13,375.00	$0	$0	$13,375.00
			Current Balance	$13,375.00

WEATHER/FIELD STATUS HOTLINE: (209) 831-6350 updated by 3pm weekdays and on weekend mornings

REGULAR BUSINESS HOURS CONTACT: Community Facilities Division office, (209) 831-6201 or facilityreservations@cityoftracy.org

FACILITY ATTENDANT CONTACTS (EVENING & WEEKEND ONLY):
Patrol (parks, picnics, buildings, sports fields) - (209) 640-2733 / Tracy Sports Complex - (209) 814-0706 / Legacy Fields - (209) 362-0076

EXHIBIT B

Facility Information Page
FACILITY ID#: BD040

TRACY
CIVIC CENTER
CVC

IT IS EASY TO RENT A FACILITY:[1] *($35 App Fee + Deposit = Hold Date)*
(Insurance + Use Fee + Any Additional Requirements = Due 30 Days Prior)

Facility Amenities & Use Fees**

[1]Rental Times must include time needed for both your Set-Up and Clean-Up.

	NON-PROFIT Classification	PRIVATE Classification	COMMERCIAL Classification
LOBBY (60' x 34') **(2,040 sf)** Minimum Rental = 4 hours *(Not available during Public Hours***)* Booking *(Window)*: = "Large Spaces" Policy Max Occupancy: = 130 Sitting *(Tables Not Included) (NO DINING)* = 250 Standing *(NO DANCING)* Amenities: = Beautiful Art , 4 Lobby Benches, Marbled Floors Includes: = Room 109 & Room 203, Restrooms Does Not Include: = No Tables/Chairs Included, No Audio/Visual = Note: "Council Chambers" & "Outdoor Area" are not included as part of Lobby	Week End:* $46/hr Week Day: $45/hr	Week End:* $81/hr Week Day: $78/hr	Week End:* $168/hr Week Day: $112/hr
DEPOSIT: = *$472 (No Alcohol)* = *$944 (With Alcohol)*			
ROOM 203 (Upstairs) (33' x 25') **(825 sf)** Minimum Rental = 2 hours *(NO FOOD OR DRINK ALLOWED)* Booking *(Window)*: = "Meeting Places" Policy Max Occupancy: = 40 *(9 Tables, seating 3 each / 40 Chairs)* Amenities: = Audio/Visual System (Projector / Screen / Podium)	Week End:* $43/hr Week Day: $28/hr	Week End:* $74/hr Week Day: $49/hr	Week End:* $105/hr Week Day: $70/hr
DEPOSIT: = *$236(No Alcohol)* = *$708 (With Alcohol)*			
ROOM 109 (Downstairs) (24' x 22') **(528 sf)** Minimum Rental = 2 hours *(NO FOOD OR DRINK ALLOWED)* Booking *(Window)*: = "Meeting Places" Policy Max Occupancy: = 20 *(4 Tables / 12 Chairs)* Amenities: = Retractable Screen, NO PROJECTOR, Kitchenette with sink and refrigerator	Week End:* $26/hr Week Day: $17/hr	Week End:* $44/hr Week Day: $29/hr	Week End:* $63/hr Week Day: $43/hr
DEPOSIT: = *$236 (No Alcohol)* = *$708 (With Alcohol)*			
COUNCIL CHAMBERS (64' Diameter) **(3,500 sf)** Minimum Rental = 2 hours *(NO FOOD OR DRINK ALLOWED)* Booking *(Window)*: = "Meeting Places" Policy Max Occupancy: = 200 *(150 Fixed Seats, No Tables)* Amenities: = Audio/Visual System (Projector / Screen / Podium) = Council Dias	Week End:* $39/hr Week Day: $22/hr	Week End:* $94/hr Week Day: $61/hr	Week End:* $134/hr Week Day: $89/hr
DEPOSIT: = *$472 (No Alcohol)* = *$944 (With Alcohol)*			
OUTDOOR AREA (Park/Stage/Fountain/Patio) Minimum Rental = 4 hours Booking *(Window)*: = "Large Spaces" Policy Amenities: = Fountain, Stage with Mini Amphitheatre, Lawn Does Not Include: = No Tables/Chairs, No Restrooms	101+ppl: $28/hr 51-100 ppl: $21/hr 1-50 ppl: $15/hr	101+ ppl: $49/hr 51-100 ppl: $37/hr 1-50 ppl: $26/hr	101+ ppl: $70/hr 51-100 ppl: $54/hr 1-50 ppl: $37/hr
DEPOSIT: = *1-50 ppl (Traditional Activity*) ---------- $0* = *1-50 ppl (Non-Traditional Activity*) --- $112* = *51-100 ppl ---------- $112* = *101-200 ppl ---------- $224* = *201-300 ppl ---------- $336* = *301 + ppl ---------- $559*			

**Note: Additional Requirements and/or Permits may be placed on your rental

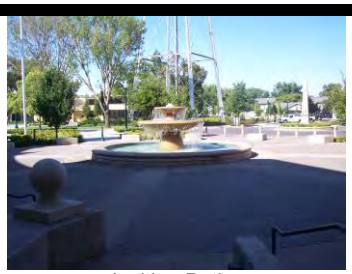
* Note: Week Ends start on Friday after 5 pm

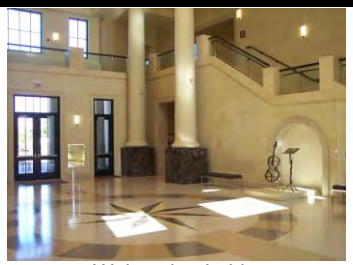
333 CIVIC CENTER PLAZA, TRACY, CA
***The Lobby's Public Hours are Mon-Thu 8a-6p, & Every Other Fri 8a-5p

INSURANCE: Certificate must meet the outlined Insurance Requirements. For most events, renters can purchase insurance from City. (See INS Info Page)

CANCELLATION POLICY:
~ over 90 days prior No Penalty
~ 90-61 days prior 50% of fees
~ 60-31 days prior 75% of fees
~ 30 days or less 100% fees


Pleasant Entrance


Inviting Patio


Welcoming Lobby


Room 203

CITY OF TRACY CALIFORNIA
Think Inside the Triangle™

City of Tracy

City of Tracy Wi-Fi Acceptable Use Policy

The city of Tracy Wi-Fi Service is a free wireless internet service (Service) provided to the citizens of Tracy and visitors to the City of Tracy.

The city of Tracy Wi-Fi Service Acceptable Use Policy is intended to help enhance the use of the internet by preventing unacceptable use. You, as a user of this Service, must comply with this Policy. By using the city of Tracy Wi-Fi Service, you acknowledge and agree to follow this Policy and the terms of this Policy as stated herein. Your violation of this Policy may result in the suspension or termination of your access to the Service and/or other actions including but not limited to cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

Indemnification

You agree to indemnify, defend, and hold harmless the City of Tracy and its affiliates, officers, employees, agents, suppliers, sponsors or other partners from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your use of the Service, your violation of this Agreement, or your violation of any rights of another.

The city of Tracy Wi-Fi Service Acceptable Use Policy prohibits the following:

1. Using the Service to transmit any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rule or regulations promulgated thereunder.
2. Using the Service to harm, or attempt to harm other persons, businesses or other entities.
3. Using the Service to transmit any material that threatens or encourages bodily harm or destruction of property or harasses another.
4. Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam.
5. Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
6. Using the Service to transmit or facilitate any unsolicited commercial email or unsolicited bulk email.
7. Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the city of Tracy Wi-Fi Service or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the access, corruption or loss of data.
8. Using the Service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
9. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
10. Reselling the Service.
11. Using the Service for any activity which adversely affects the ability of other people or systems to use the city

of Tracy Wi-Fi Service or the Internet. This includes “denial of service” (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is your responsibility to ensure that your network is configured in a secure manner.

12. Using your personal account for high volume or commercial use is prohibited. The Service is intended for periodic, active use of email, newsgroups, file transfers, Internet chat, messaging, and browsing of the Internet. You may stay connected so long as you are actively using the connection for the above purposes. You may not use the Service on a standby or inactive basis in order to maintain a connection. Accordingly, the City of Tracy maintains the right to terminate your connection following any extended period of inactivity.

Disclaimer of Warranties and Limitation of Liability

LIMITATION OF LIABILITY. You assume total responsibility for use of the Service and the Internet and access the same at your own risk. The City of Tracy and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, has no responsibility whatsoever for the content accessible or actions taken on the internet and the city of Tracy Wi-Fi Service network, and shall not be liable to you for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any loss of use, loss of business, and/or loss of profit, arising out of or related to this terms of service. Under no circumstances will the City of Tracy and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the city of Tracy Wi-Fi Service be liable to you or any third parties for any amount.

DISCLAIMER OF WARRANTIES. The Service is provided on an “as is” and “as available” basis. The City of Tracy and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, makes no warranty of any kind, written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose. No advice or information given by City of Tracy and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the city of Tracy Wi-Fi Service shall create a warranty. The City of Tracy and its affiliates, officers, employees, agents, suppliers, sponsors or other partners does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

REVISIONS TO THIS ACCEPTABLE USE POLICY. Representatives of the city of Tracy Wi-Fi Service reserve the right to revise, amend, or modify this Policy, other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service.

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Think Inside the Triangle™

City of Tracy
Banner Guidelines

Tracy Municipal Code Section 10.08.4465
Approved by DES Director on 2-9-2011
Initials: JM

These Banner Guidelines are adopted to implement Tracy Municipal Code Section 10.08.4465, Banner signs on public property. Definitions are as set forth in the Municipal Code.

A. General requirements.

1. Applicability; City priority. These banner guidelines apply only to banners for co-sponsored community events, and not to City-sponsored banners.

The City has priority for City-sponsored banners placed in the public right of way, 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 Community Services 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 of $35.00 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 are allowed three weeks before a local, state, or federal election.

A banner may remain in place for a maximum of three weeks in any one year 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 City within two weeks after the event.

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. There are no fees for City-sponsored banners. The fees are:

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 Community Services 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):

   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 material of 13-ounce woven vinyl fabric with wind relief holes. 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 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 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:

- 48" x 24" double-sided 15oz. blockout outdoor banner vinyl with pole pockets top and bottom
- 1" 600# webbing sewn into hem
- double stitched edges and pockets with single-side grommets every 2-3 feet
- 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:

- 35" x 18" double sided 15oz. blockout outdoor banner vinyl with pole pockets top and bottom
- 1" 600# webbing sewn into hem
- double stitched edges and pockets with single-side grommets every 2-3 feet
- outdoor life 3 to 4 years

City of Tracy
Bus Shelter Poster Specifications & Guidelines

Mechanical Specifications

Overall poster size: 48” wide x 68 ¾” tall

Display size/View size: 45 ½” wide x 66 ¾” tall

Recommended Printing Methods*

Silk Screen	Excellent for flat and 4-color production in any quantity
Lithography	Extremely cost effective when printing large quantities of 4-color process
Opaline	Specifically designed machine processed paper which minimizes wood fibers, making it an especially good process for back-lit advertising posters
Styrene	High impact plastic product, diffuses light evenly
Photogelatin	Excellent reproduction of 4-color and flat-color creative. More expensive but better quality than silk-screened 4-color process

Printing Stock

Stock should be white and moderately translucent, transmitting approximately 12-15% light.

*Taken from Shelter Advertising Association 2000 Buyer’s Guide

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., copes 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

- 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

	Hourly Rate (minimum booking hours apply)		
Group Classification	**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.

- 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.

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

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

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.
- Ceciliani 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 inside 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.			
All counter tops cleaned.			

Rev. 063016

**** 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_____

APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH HUMPHREYS UNIVERSITY FOR USE OF CITY FACILITIES TO ADMINISTER ITS HIGHER EDUCATION PROGRAMS

WHEREAS, Humphreys University (Humphreys) offers a variety of career-oriented, higher education programs with a foundation in liberal arts and has been accredited since 1992 by the Western Association of Schools and Colleges Senior Colleges and University Commission as an undergraduate, graduate, and law school, and

WHEREAS, Humphreys desires to reserve a City facility to provide its higher education programs, with a total estimated value of the non-profit rental fees to reserve the City Hall Conference Room 203 of approximately thirteen thousand two hundred dollars ($13,200), and

WHEREAS, the City has agreed to provide ongoing outreach assistance with a total estimated value of three thousand one hundred dollars ($3,100) in accordance with the terms set forth in this MOU, and

WHEREAS, the City Council recognizes Humphreys as a collaborator with the City to enhance education opportunities for its citizens and others through the provision of offering higher education programs, and

WHEREAS, after negotiations between the City and Humphreys, the parties have reached an agreement for discounted non-profit rental fees in the amount of five thousand thirty-five dollars ($5,035) for the facility use in accordance with the terms set forth in this MOU;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tracy does hereby approve the Memorandum of Understanding with Humphreys University.

* * * * * * * * * * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 18th day of September, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.G

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1262, AN ORDINANCE OF THE CITY OF TRACY ADOPTING THE AVENUES SPECIFIC PLAN, AMENDING TITLE 10 OF THE TRACY MUNICIPAL CODE TO INCLUDE THE AVENUES SPECIFIC PLAN ZONE, AND PREZONING THE AVENUES PROJECT SITE CONSISTING OF APPROXIMATELY 95 ACRES IN UNINCORPORATED SAN JOAQUIN COUNTY LOCATED AT 12650 AND 12500 W. VALPICO ROAD (ASSESSOR'S PARCEL NUMBERS 240-140-05 & 240-140-06) TO THE AVENUES SPECIFIC PLAN ZONE, APPLICATION NUMBERS SPA16-0003, ZA16-0001, AND A/P16-0001

EXECUTIVE SUMMARY

Ordinance 1262 was introduced at the regular Council meeting held on September 4, 2018. Ordinance 1262 is before Council for adoption.

DISCUSSION

Ordinance 1262 was introduced at a noticed public hearing on September 4, 2018, to adopt the Avenues Specific Plan and amend Title 10 of Tracy Municipal Code to include the Avenues Specific Plan Zone, and prezoning the Avenues project site consisting of approximately 95 acres in unincorporated San Joaquin County located at 12650 and 12500 W. Valpico Road. The purpose of the Zoning Ordinance Amendment is to add the Avenues Specific Plan Zone to the list of zone districts in the City. All property in the Avenues Specific Plan Area would be zoned Avenues Specific Plan (ASP) Zone and the City's Zoning Map would be amended to reflect this change. The zoning regulations for the ASP Zone would be contained in the Avenues Specific Plan. This administrative step is similar to the approach used for the zoning of the Cordes Ranch Specific Plan area, Northeast Industrial Specific Plan area, the Tracy Hills Specific Plan area, the Tracy Village Specific Plan area, and the Ellis Specific Plan area.

At the September 4th hearing, Council moved to waive the full reading and introduce Ordinance 1262 with amendments contained in Attachments B and C provided at the meeting regarding park fees, fire station funding, and travel-way widths where traffic calming measures are used. The motion also approved the Ordinance 1262 with the additional amendment that frontage improvements on Valpico Road be constructed in accordance with the Transportation Master Plan.

Ordinance 1262 is before City Council for adoption.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That City Council adopt Ordinance 1262.

Prepared by: Adrianne Richardson, City Clerk
Reviewed by: Midori Lichtwardt, Interim Assistant City Manager
Approved by: Randall Bradley, City Manager

Attachment A – Ordinance 1262

ORDINANCE 1262

AN ORDINANCE OF THE CITY OF TRACY ADOPTING THE AVENUES SPECIFIC PLAN, AMENDING TITLE 10 OF THE TRACY MUNICIPAL CODE TO INCLUDE THE AVENUES SPECIFIC PLAN ZONE, AND PREZONING THE AVENUES PROJECT SITE CONSISTING OF APPROXIMATELY 95 ACRES IN UNINCORPORATED SAN JOAQUIN COUNTY LOCATED AT 12650 AND 12500 W. VALPICO ROAD (ASSESSOR'S PARCEL NUMBERS 240-140-05 & 240-140-06) TO THE AVENUES SPECIFIC PLAN ZONE, APPLICATION NUMBERS SPA16-0003, ZA16-0001, AND A/P16-0001

WHEREAS, Applications have been filed or initiated for the proposed Avenues Specific Plan, the establishment of the Avenues Specific Plan (ASP) Zone, and to prezone the Avenues site located at 12650 and 12500 W. Valpico Road (Assessor's Parcel Numbers 240-140-05 & 240-140-06) to Avenues Specific Plan Zone to meet the requirements of San Joaquin County Local Agency Formation Commission (LAFCo). The application also includes a request for the annexation of the Avenues site into the City of Tracy, and

WHEREAS, The proposed Avenues Specific Plan and proposed Avenues Specific Plan Zone are consistent with the General Plan land use designation of Residential Low and is consistent with goals and policies of the Land Use and Housing Element, and

WHEREAS, The proposed specific plan and zoning have been evaluated in accordance with California Environmental Quality Act (CEQA) Guidelines, and a Mitigated Negative Declaration is proposed which would reduce any potentially significant environmental impacts to levels of insignificance, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on August 22, 2018 and recommended that the City Council adopt the Avenues Specific Plan (SPA16-0003) as proposed, with the exception of pages 51 and 52 (Chapter 4 of the Specific Plan) to be amended as redlined in Attachment B to the staff report, establish the ASP Zone, and prezone the Avenues site as ASP Zone, and

WHEREAS, On September 4, 2018, the City Council conducted a public hearing to review and consider the Project, including additional redlines to Chapters 3 and 4 of the Avenues Specific Plan;

THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council hereby adopts the Avenues Specific Plan, Application Number SPA16-0003, as shown in Exhibit "1" attached.

SECTION 2: Tracy Municipal Code Section 10.08.980 will be amended to add "(x) Avenues Specific Plan Zone: ASP."

SECTION 3: A new Article 22.8, Avenues Specific Plan Zone (ASP), and a new Section 10.08.3026, Avenues Specific Plan Zone (ASP), are added to the Tracy Municipal Code to read as follows:

"**Article 22.8 Avenues Specific Plan Zone (ASP)**

10.08.3026 Avenues Specific Plan Zone (ASP).

The zoning within the Avenues Specific Plan Zone is governed by the Avenues Specific Plan."

SECTION 4: All property in the Avenues Specific Plan Area is hereby prezoned Avenues Specific Plan Zone (ASP), consisting of approximately 95 acres located at 12650 and 12500 W. Valpico Rd. (Assessor's Parcel Numbers 240-140-05 & 240-140-06), to take effect upon annexation of the Avenues project area into the City of Tracy. The City's Zoning Map is hereby amended to show all property in the Avenues Specific Plan area zoned as ASP Zone, effective upon the annexation of the date of annexation.

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. (Gov't. Code §36933.).

* * * * * * * * * * * * *

The forgoing Ordinance 1262 was introduced at a regular meeting of the Tracy City Council held on the 4th day of September, 2018, and finally adopted on the 18th day of September, 2018, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT 1

AVENUES

Avenues Specific Plan

May 2018
Tracy, California

Prepared for
The City of Tracy

Adopted 9-18-2018
Ordinance #1262

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APPENDIX

A Avenues Pattern Book

B Avenues Additional Landscape Features/Character Elements And Sign Program

01 Introduction and Site Context

1.1 Vision

The Avenues Specific Plan (ASP) is the regulating document implementing a residential neighborhood. The Avenues Specific Plan pertains to a 95-acre parcel identified as Residential Low (RL) in the City of Tracy General Plan referred to herein as the ASP Area. The ASP Area is located between Lammers Road and Corral Hollow Road along the southern side of Valpico Road.

Drawing from the City's past and looking to the City's future, the Avenues project represents an opportunity for the City of Tracy to create an integrated addition to the community based on the principles of a pedestrian-friendly, connected, planned development.

In order to achieve this vision, the ASP establishes a context for the orderly and efficient development of the ASP Area. The purpose of the ASP is fourfold:

» To incorporate the goals and objectives of the City of Tracy General Plan which provides a vision for how development should look, feel, and function in an effort to maintain the City of Tracy's unique character and sense of place.

» To fulfill the vision, implement the principles, and land uses set forth in the General Plan;

» To set forth the community character and imagery envisioned for the Avenues and to define the supporting development standards and design guidelines which will be necessary to achieve the Avenues vision; and

» To establish development standards for the Avenues that are tailored to achieve the vision.

1.1.1 Guiding Principles

Principles that have guided the development of the Avenues Specific Plan include:

» Develop and implement the Specific Plan in a way that allows the Avenues to become a unique community with a distinct character and style.

» Base development guidelines on the precedents found in traditional towns of northern California to ensure that the Avenues becomes a place of memorable beauty and lasting urban quality.

1.1.2 Objectives

The following objectives have been identified for the ASP Area and have guided preparation of the Avenues Specific Plan and its implementation program:

» Create a new public recreation space.

» Utilize a variety of architectural styles.

1.2 Project Description

The Avenues project creates a residential village. The ASP includes a comprehensive land use plan for the development of approximately 95 acres. The ASP includes residential and recreational uses. The plan will accommodate a maximum of 480 residential units (minimum 380 units) not including accessory dwelling units (ADU) and a neighborhood park.

Neighborhood

The plan contains a compact, well-organized, pedestrian-friendly neighborhood, linked by a comprehensive system of local streets, and pedestrian and bicycle paths. The ASP includes a mix of housing types.

Neighborhood Park

Public space is fundamental to the ASP. A park serves a mix of recreational needs essential to the daily life of residents.



Figure 1.1 Image of existing site looking south.

1.3 Specific Plan Authorization

1.3.1 State Authority

Specific Plans are authorized by Section 65450 et seq. of the California Government Code.

As set forth in the Government Code, Specific Plans must contain the information outlined below. The location of this information in the ASP is shown in bold following each item.

» The distribution, location, and extent of the uses of land within the area covered by the ASP. **(Section 2: Land Use and Development Standards and Section 3: Infrastructure)**

» The proposed distribution, location, and extent and intensity of major components of public and private transportation, wastewater conveyance, water drainage, solid waste disposal, energy, and other essential facilities needed to support the land uses proposed in the ASP. **(Section 3: Infrastructure)**

» Standards and Criteria by which development will proceed and standards of conservation, development, and utilization of natural resources. **(Section 2: Land Use and Development Standards and Appendix A: Avenues Pattern Book)**

» A program of implementation measures including regulations, capital improvements, public works projects, and financing measures. **(Section 2: Land Use and Development Standards and Section 4: Infrastructure Funding and Phasing)**

The ASP has two appendices:

» **Appendix A:**
Avenues Pattern Book (Appendix A: Pattern Book)

» **Appendix B:**
Avenues Additional Landscape Features/Character Elements And Sign Program (Appendix B: Sign Program)

1.3.2 City of Tracy Authority

Under Section 10.20.010 Authority for Specific Plans of the Tracy Municipal Code under the California Planning and Zoning Law, the City Council is authorized to prepare, adopt and implement a Specific Plan for any area covered by the City of Tracy General Plan. This includes areas within the City boundaries, the City's sphere of influence, or the General Plan planning area …As set forth in the General Plan, the Avenues Specific Plan's General Plan designation is RL. The Residential Low designation applies to all of the Avenues Specific Plan, which is located along the southern edge of Valpico Road, and consists of residential units and a park.

1.4 Relationship to Other Plans

1.4.1 County and City Airport Plans

The Tracy Municipal Airport is located to the southeast of the Avenues community. Land uses within certain zones in the vicinity of the airport are regulated by the San Joaquin County Airport Land Use Commission (ALUC). The San Joaquin Council of Governments serves as the ALUC and has adopted the San Joaquin County Airport Land Use Plan, the latest version of which was adopted in 2009. In 1998, the City of Tracy adopted the Master Plan for the Tracy Municipal Airport (Tracy Airport Master Plan).

It is a policy of the Safety Element of the General Plan that new development be consistent with the County and City plans. As set forth in greater detail herein, the ASP complies with all applicable sections of the City of Tracy Airport Master Plan and is in compliance with the San Joaquin County Airport Land Use Plan.

1.4.2 Zoning

This document serves as the zoning document for the property within the ASP area.

1.5 How to Use the Specific Plan, Pattern Book, and Sign Program

The Specific Plan serves as a regulatory tool in the development of the Avenues. The Specific Plan incorporates a Pattern Book that sets forth standards for the development of buildings on lots. It also incorporates a Sign Program that establishes standards for additional landscape features/character elements and signs in the ASP area. Together, the Specific Plan with the Pattern Book and Sign Program comprise the administrative document governing the development of the Avenues community. The body of the Specific Plan generally governs horizontal development of lots with their land uses, development standards, parks, public landscaping, roads, utilities, special landscape features, and character elements; the Pattern Book generally governs the vertical development on established lots, including exterior architecture of buildings; the Sign Program generally governs the design of landscape features, character elements, and signs. Section 5: Plan Review describes the process of developing the Avenues community using the Specific Plan, the Pattern Book, and Sign Program from site design through building permit.

1.6 Project Location

The ASP Area is in the City of Tracy bounded by Valpico Road on the north and Ellis subdivision on the south, Corral Hollow Road on the east, and agricultural land to the east and west. The parcel is proximate to the interstate highway system, with direct access to San Jose, San Francisco, Stockton, and Los Angeles.

1.7 Existing Land Use

The Avenues is situated on relatively flat property just north of the Coastal Range, in the heart of the Northern San Joaquin Valley. The proposed Specific Plan Area is in agricultural use and is undeveloped. North of the plan area, across Valpico Road, the area is also characterized by agriculture. Ellis, a vibrant mixed-use development, is located to the south.

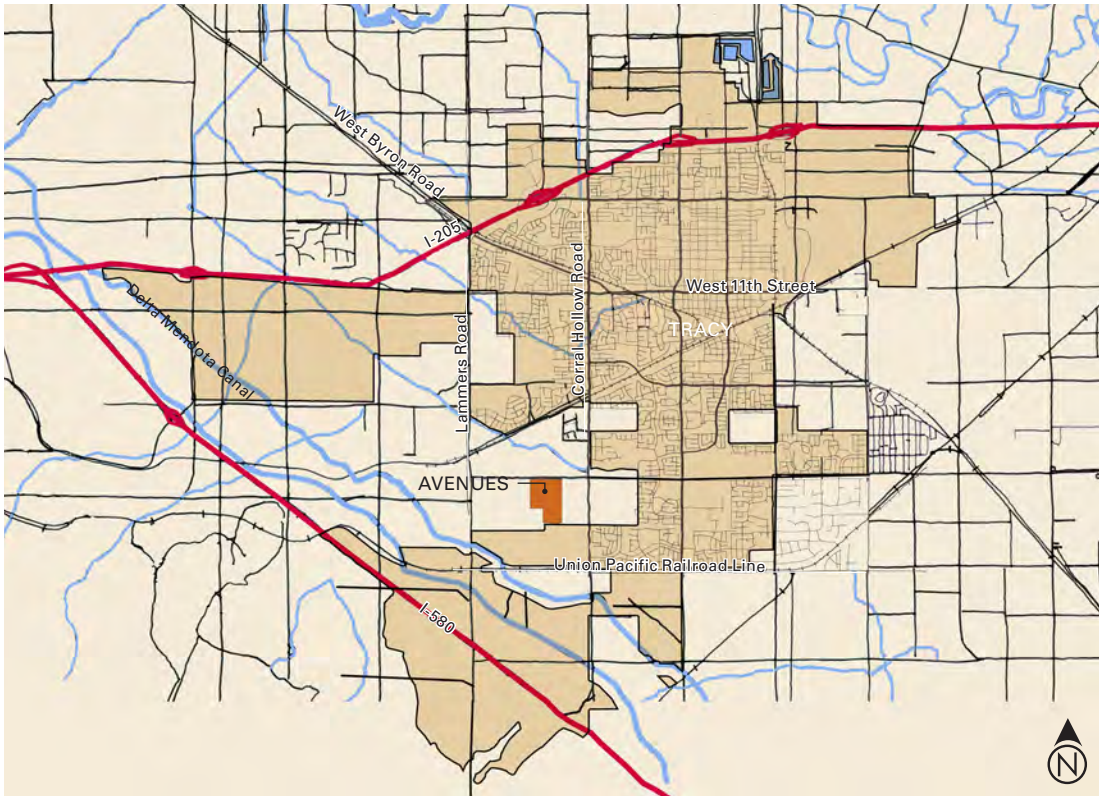


Figure 1.2 Vicinity Map

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02 Land Use and Development Standards

2.1 Land Use Concept

The Avenues neighborhood has its distinct sense of place, reinforcing the General Plan goal of creating a hometown feel. The Avenues employs traditional neighborhood design principles, utilizing a pedestrian-friendly network of streets and a centrally located park. The park is positioned to provide the neighborhood and the community with a central focus, with both active and passive recreational opportunities. Blocks are sized to support a mix of housing types and to promote walkability. Along the main thoroughfare through the neighborhood, garages will be kept off the street and will be accessed by way of rear driving lanes, also known as alleys. The architecture of buildings will represent a number of residential styles historically popular in the Tracy region, further discussed in Appendix A: Avenues Pattern Book.

2.2 Land Use Plan

The General Plan Land Use Designation for the Avenues Specific Plan area is Residential Low (RL), which permits 2.1 to 5.8 dwelling units per acre. The zoning designation is Avenues Specific Plan. The Avenues Specific Plan and Pattern Book provide the development regulations for the Avenues. Development topics not covered by the Specific Plan or the Pattern Book are regulated by Title 10 of the Tracy Municipal Code (TMC) and other City standards as applicable (See Section 5: Plan Review).

The Avenues Specific Plan area is approximately 95 gross acres designated for residential uses. The overall site density is between 4 and 5 units per gross acre. The range is provided to allow flexibility in designing and subdividing the Avenues project area. The minimum number of residential units in the Avenues shall not be lower than 380 and shall not exceed 480. These figures do not include second units.

Figure 2.1 shows the Avenues Specific Plan area, anticipated street pattern, and neighborhood park location. The precise location of such facilities will be determined in the Tentative Map (see Section 5.4). All of the streets, including alleys, will be publicly owned and maintained. Refer to Chapter 4 Infrastructure for street standards.

The Residential land use designation applies to the entire Avenues Specific Plan area and permits the following:

- Single-family detached residential
- Accessory Dwelling Units, attached or detached
- Parks and other public recreation facilities
- Community centers, senior centers, teen centers
- Community service buildings, such as Fire Stations, Police Stations, Post Offices, or other public facilities
- Public educational and institutional facilities

Consistent with City requirements, the ASP includes a park obligation of 4 acres per 1,000 people. Avenues will feature 3 park acres per 1,000 population generated of Neighborhood Parks dedication and 1 park acre per 1,000 population generated of Community Parks obligation (4 park acres per 1,000 population generated total). Population will be based on City of Tracy Parks Master Plan (new development), April 2013.

2.3 Development Standards

2.3.1 Lot development

Development standards for residential uses are established in Table 2.1. Development standards for ADUs, vision clearance for corner lots, ordinary projections into yards and courts, and pools and pool equipment shall be consistent with the TMC and the Low Density Residential (LDR) zone.

2.3.2 Parking

Off-street parking shall be provided in accordance with the TMC requirements and City standards for off-street parking. Driveways for front-loaded residential lots may be grouped together or separated.

2.3.3 Fences, Walls, and Hedges

Fences, walls, and hedges shall be permitted in accordance with the ASP and TMC requirements for residential lots, except that no fence, wall, or hedge shall be located within 5 feet from the back of any public sidewalk. Maximum height of front yard fencing is 3 feet. Fencing facing street sides is permitted on the rear half of the lot only. Maximum height of the side and rear yard fencing is 8 feet (6 feet preferred), except in a P.U.E., where the maximum height is 6 feet. Minimum of top 1 foot of 6-foot fences or top 1 foot 4 inches of 8-foot fences facing streets and/or public space requires lattice.

Temporary model home fencing may extend into the public right of way to include public sidewalks. Sidewalks on opposite side of street must remain open for public use.

A screening fence or boundary wall, separating the Avenues from adjacent undeveloped properties is permitted. This includes temporary gates at streets to be extended off-site in the future (see 3.7.5 Agricultural Edge). The Avenues is not intended to be a gated community.

2.3.4 Landscaping

The builder shall landscape all publicly visible areas.

2.3.5 Subdivision design

The conceptual subdivision layout is shown in Figure 2.1. Typical blocks are approximately 200 feet wide by a range of approximately 400 feet to approximately 700 feet long.

For blocks containing front-loaded detached houses, the block length shall be no longer than 1,200 linear feet without a break. For rear-loaded blocks containing detached houses, the block length shall be no longer than 950 linear feet without a break. A break is defined as a physical interruption, such as a street or alley, park, public open space, or a change in lot type comprised of at least 200 linear feet. Perimeter blocks are exempt from the block length requirement.

2.3.6 Private Property Signs

Signs in the Avenues Specific Plan Area on private property shall be regulated by Title 10, Article 35 of the Tracy Municipal Code, except as specified in Section 2.3.6 of the Avenues Specific Plan and Appendix B: Sign Program. The signs included in this Avenues Sign Program shall be permitted as shown. The approval process shall include only a building permit, and a sign permit processed in accordance with Title 10, Article 35 of the Tracy Municipal Code. Regulatory signs not approved as part of the ASP shall comply with City Standards or California Department of Transportation (Caltrans/California Manual on Uniform Traffic Control Devices (CA-MUTCD) standards where applicable.

In addition, the design of the landscape features/character elements in Appendix B: Sign Program shall be permitted as shown.

2.3.7 Utilities

All utility distribution facilities (including, but not limited to, electric, gas, water, communication, and cable television lines), including utility service laterals and equipment, installed in and for the purpose of supplying service to any building or property shall be vaulted, except equipment appurtenant to the underground facilities, such as risers from concealed ducts and poles supporting street lights.

AVENUES SPECIFIC PLAN RESIDENTIAL DEVELOPMENT STANDARDS		
DEVELOPMENT STANDARDS	**FRONT-LOADED LOTS, DETACHED**	**REAR-LOADED LOTS, DETACHED**
Lot Size	4,500 sq ft min	3,600 sq ft min.
Lot Width	45 ft min.; provided, however, lots on cul-de-sacs or knuckles shall have a minimum width of 35' at the front property line	38 ft min.; provided, however, lots on cul-de-sacs or knuckles shall have a minimum width of 35' at the front property line
Lot Depth	90 ft min.	80 ft min.
Front Yard Setback	10 ft. min. Face of garage: 18 ft min.	10 ft min. Garages shall be within rear 1/3 of the lot accessed from alley
Interior Side Yard Setback	5 ft min.	5 ft min.
Street Side Yard Setback	10 ft min.	10 ft min.
Rear Yard Setback	House: 10 ft min. Garage: 5 ft min.	House: 10 ft min. Garage: 5 ft min.
Height	2½ stories or 35 feet, whichever is less	2½ stories or 35 feet, whichever is less
Lot Coverage	55% max	55% max
Open Space in Rear of front-loaded lots and Interior Yard of rear-loaded lots	750 sq ft min.	550 sq ft min.
Distance Between Accessory Buildings	No requirement	No requirement
Distance Between Main Buildings	No requirement	No requirement
Shade Structures	Shade structures and detached accessory buildings shall meet the front, side, and rear yard setbacks unless located on the rear 1/3 of lot or 70 ft back from front property line, in which case minimum rear setback and interior side yard setback is 0 ft. [2]	Shade structures and detached accessory buildings shall meet the front, side, and rear yard setbacks unless located on the rear 1/3 of lot or 70 ft back from front property line, in which case minimum rear setback and interior side yard setback is 0 ft. [2]
Encroachment [1]	Porches and/or balconies: 5' into Front Yard and Street Side Setback Bay Windows: 2' into Front Yard and Street Side Setback Fireplace and/or media nook: 2' into Side Yard and Street Side Setback Air Conditioning (A/C) units: 4' into the Side Yard Setback, provided that at least one side of the lot maintains the minimum setback for access to the front and rear yards.	Porches and/or balconies: 5' into Front Yard and Street Side Setback Bay Windows: 2' into Front Yard and Street Side Setback Fireplace and/or media nook: 2' into Side Yard and Street Side Setback Air Conditioning (A/C) units: 4' into the Side Yard Setback, provided that at least one side of the lot maintains the minimum setback for access to the front and rear yards.

[1] Only permitted if not encroaching into a public utility easement.
[2] This exception to minimum setbacks does not apply to garages.

Table 2.1 Residential Development Standards

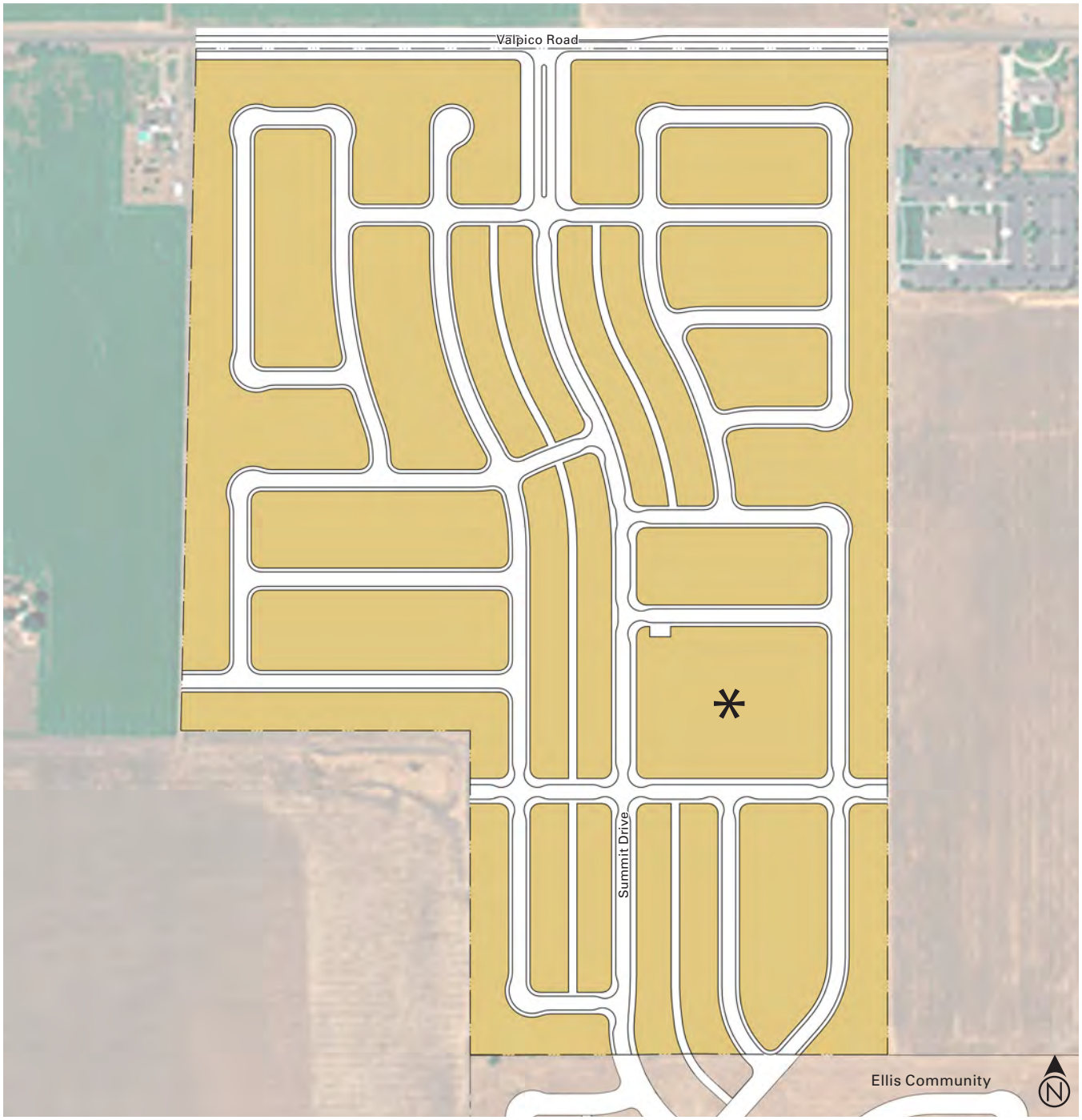


Figure 2.1 ASP Subdivision Layout/Zoning

Note 1: Pursuant to the City of Tracy General Plan, parks and special landscape features are allowed within residential land use designations. For an illustration showing the prescribed location of the park and special landscape features, see Section 3, Figure 3.18.
Note 2: Pursuant to the City of Tracy General Plan, lanes are allowed within residential land use designations. The precise location of such facilities will be determined upon the approval of detailed plans. Diagrams in the ASP are illustrative and not intended to indicate the percent or location of lane loaded lots. In general, lanes are encouraged parallel to higher traffic interior streets and along view corridors.

03 Infrastructure

3.1 Vehicular Access

The Avenues is located in the southeastern area of the City of Tracy, south of Valpico Road and west of Corral Hollow Road. The Avenues is in close proximity to Interstate 580, which connects the Central Valley with the East Bay and the Bay Area farther to the west. The Avenues also has access to Interstate 205, running east/west, and has access to Interstate 5, running north to Sacramento and to Los Angeles and other points south. More immediate to the Avenues parcel, the area is connected to the City of Tracy by Valpico Road and Summit Drive. Urbanization of the Avenues will require improvements to streets both within and beyond its boundary, particularly Valpico Road.

The Avenues contains a framework for circulation consisting of both a Community and a Neighborhood Streets Network (Figure 3.3). Primary access to the community is provided by the main entrance at Valpico Road. Summit Drive connects this entrance to the Ellis subdivision to the south.

3.1.1 Street Network and Hierarchy

A grid pattern of different street types (see Figure 3.3 Street Hierarchy), each with a different character and function, serves the transportation needs of the community. With sidewalks on all streets and a multi-purpose path on some, the streets are the armature for the pedestrian and bicycle network as they connect the residential neighborhoods and park within the Avenues.

The Avenues street network includes pedestrian/bicycle safety and traffic calming measures. Roadways are designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips by featuring traffic calming measures. The menu of ASP traffic calming measures includes traffic signals, all-way stop signs, two-way stop signs, on-street parking, bulb-outs at intersections, knockdowns, etc. Figure 3.2 illustrates some of these techniques. The final type and location of all traffic-calming elements will be determined at the time of Tentative Map approval, with bulb-outs being as per the ASP. Any traffic calming measures used shall not result in a travel way less than 22 feet, with the exception of alleyways as detailed in figure 3.13 Proposed Section and Plan: Lane A. All streets will be publicly owned and maintained. Streets will be built to the standards established by applicable City Engineering Design and Construction Standards and Standard Plans, except as modified by the ASP. All landscaping, medians, and special landscape features shall be maintained by the Ellis Property Owners Association (EPOA) and funded by the Ellis Community Facilities District (ECFD). The park shall be maintained by the City and funded by the ECFD.

Figures 3.4 through 3.13 identify streets by type: Regional Arterial, Entry, Community, Neighborhood, and Lanes. The lengths shall be established through the approvals of a Tentative Map and Final Map.



Figure 3.1 Multi-purpose path

Controlling Vehicle Movement



All-way Stop Sign



Two-way Stop Sign

Narrowing the Street



On-street Parking

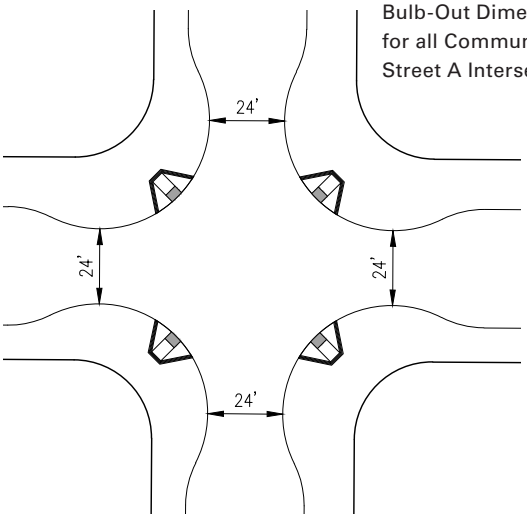


Bulb-out Intersection (intersection of Summit Drive and a Neighborhood Street)

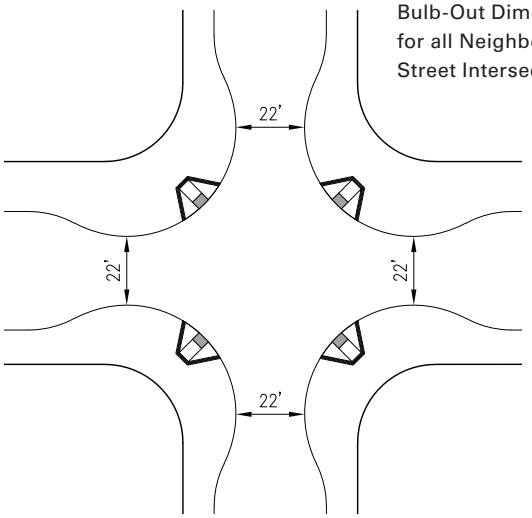
Any traffic calming measures used shall not result in a travel way less than 22 feet, with the exception of alleyways as detailed in figure 3.13 Proposed Section and Plan: Lane A



Bulb-out



Bulb-out/Community Street A



Bulb-out/Neighborhood Street

Figure 3.2 Traffic-Calming Measures

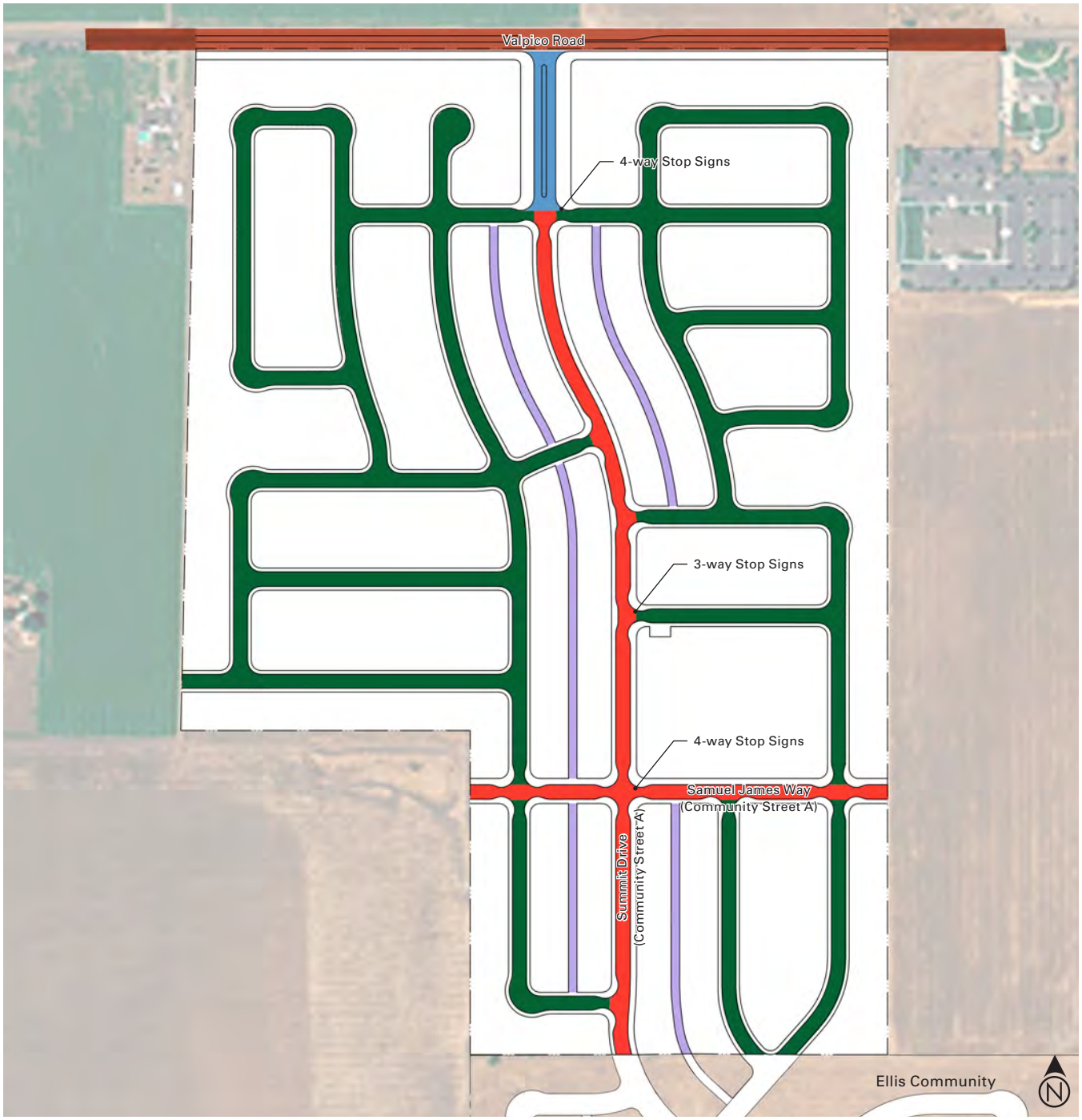


Figure 3.3 Street Hierarchy

The precise location of streets will be determined upon the approval of detailed plans. Diagrams in the ASP are illustrative and not intended to indicate the percent or location of lane loaded lots. In general, lanes are encouraged parallel to higher traffic interior streets and along view corridors.

3.1.2 Regional Arterial: Valpico Road

Designation: A (Final Build-out)

Definition

Valpico Road is an existing roadway that serves as a major east/west connection for the City of Tracy. Along the northern boundary of the ASP, Valpico Road is an undivided two-lane roadway with curb, gutter, and multi-use path along the southern edge. The posted speed limit along the project frontage is 45 miles per hour. Valpico Road is designated as a major arterial in the City of Tracy General Plan. Major arterials are intended to serve as the major routes of travel within the city. Arterials can provide some direct but limited access to adjacent parcels. These limitations can include restrictions on spacing and turn movements into and out of driveway locations. Major arterials can also serve as bicycle and pedestrian routes. In its final build-out, this road has dedicated left and right turn lanes in both directions. A turn out may be installed along the south side of Valpico road for potential future service of Tracy Transit, and would be located in the general area of the street section marker show on Figure 3.4 of Valpico Road. Only street improvements would be provided.

Per the City of Tracy Roadway Master Plan, the developer will be responsible for frontage improvements along Valpico Road adjacent to the project. The frontage improvement includes landscape (sidewalk) in the R/W, curb/gutter, and the first travel lane. The frontage improvements will be required as Final Maps are approved fronting Valpico Road. Any other Valpico improvements funded or constructed by developer shall be considered master plan improvements subject to credit and reimbursement.



Figure 3.4 Key Plan: Regional Arterial – Valpico Road, Designation A (Final Build-out)

Movement Free

Design Speed 45 MPH

Travel Lanes Two-way divided roadway, four lanes with dedicated turn lanes at intersection

Parking None

R.O.W. Width 99 feet

Travel Lane Width 11 to 13 feet

Curb Type Raised

Sidewalk Width 10-foot multi-use path on the south side, 5-foot sidewalk on the north side

Park Strip 7 feet at the curb and 20-foot dedicated landscape zone behind sidewalk on the south side, existing park strips on the east side are of variable width

Landscape Street trees with a row of evergreen background trees; underplanted with low water use grasses, shrubs, and/or groundcover (irrigated); planted median with trees (irrigated); see Section 3.7 and Tables 3.2 to 3.5

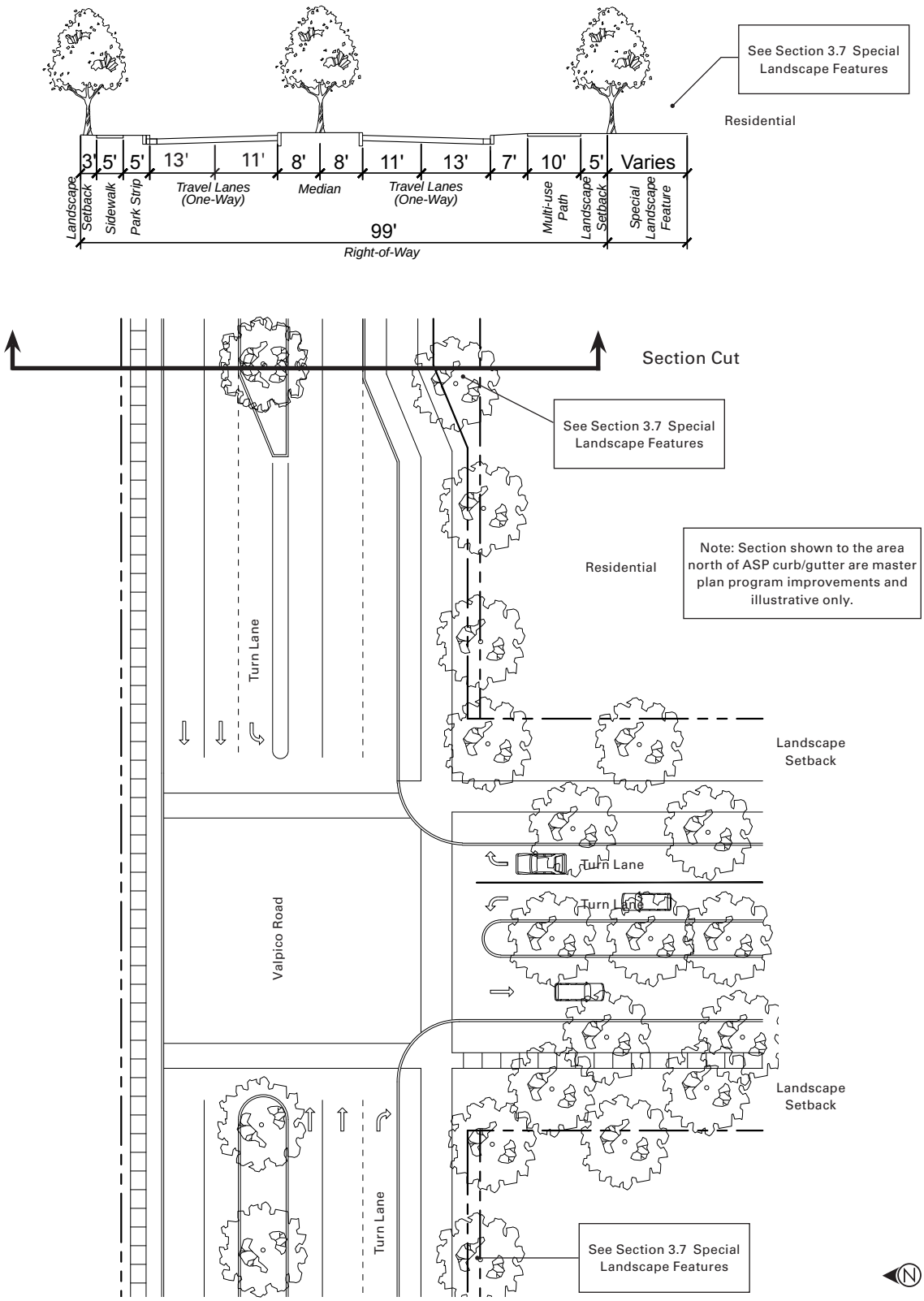


Figure 3.5 Section and Plan: Regional Arterial – Valpico Road, Designation A (Final Build-out)

3.1.3 Entry Street

Designation: A

Definition

The Summit Drive Entry is the primary access point accommodating moderate traffic volumes entering and exiting the community from Valpico Road. Large trees in both the median and the park strips help mark the entrance. No on-street parking is permitted.

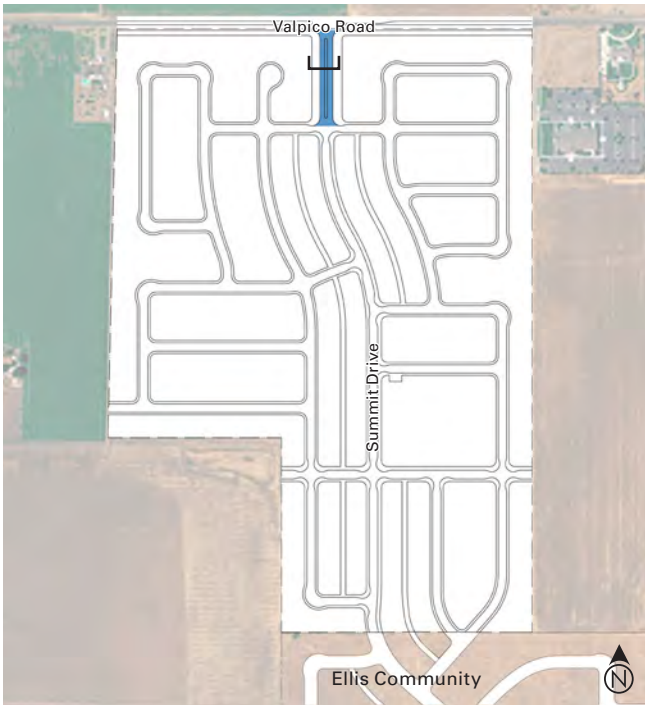


Figure 3.6 Key Plan: Entry Street A

Movement Free

Design Speed 25 MPH

Travel Lanes Two-way divided roadway, three lanes

Parking None

R.O.W. Width 91 feet

Travel Lane Width 12 feet minimum

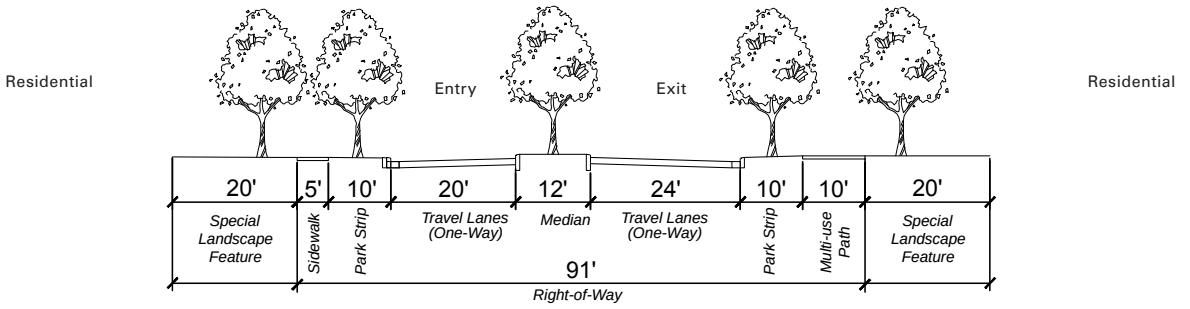
Curb Type Raised

Sidewalk Width 10-foot multi-use path on one side; 5-foot sidewalk on other side

Bicycle Lane Class 1, one side

Park Strip 10 feet, both sides

Landscape 20-foot special landscape strip (irrigated); see Section 3.7 and Tables 3.2 to 3.5



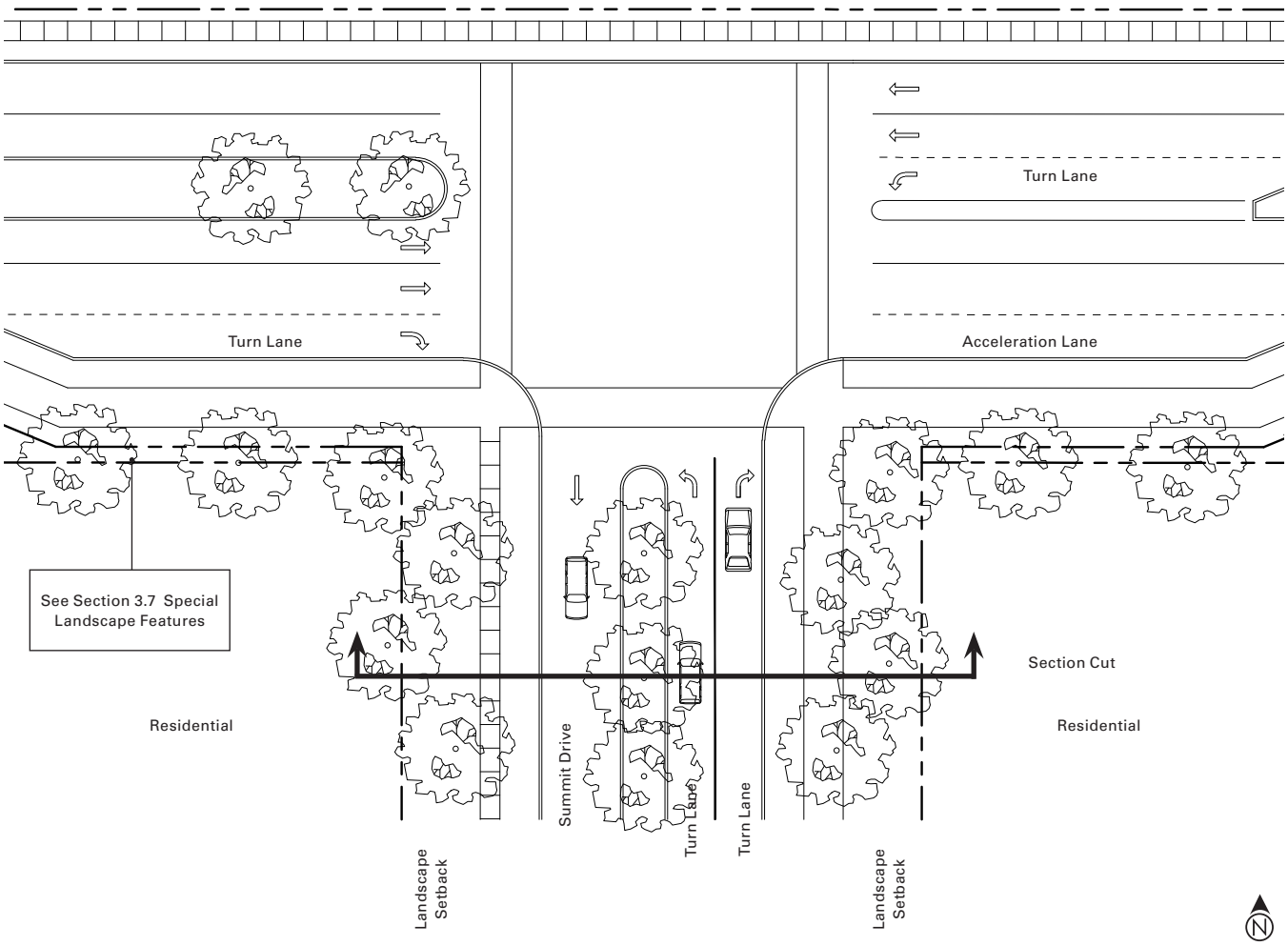


Figure 3.7 Proposed Section and Plan: Entry Street B

3.1.4 Community Street

Designation: A

Definition

As a street running along the edges of neighborhoods and through the community, its adjacent land uses include various types of residences, as well as a park and special landscape features. In addition to providing connectivity, the Summit Drive extension links Ellis to Valpico Road. On-street parking is provided on both sides of Community Streets. A Class 1 bicycle lane on one side is provided along the length of the street as part of the multi-purpose path network.

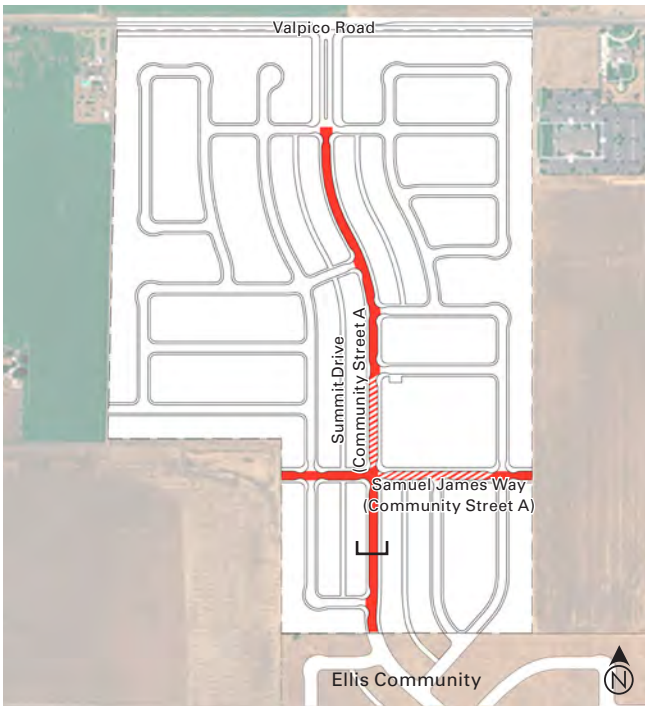


Figure 3.8 Key Plan: Summit Drive

COMMUNITY STREET A

PARK ALTERNATIVE COMMUNITY STREET A

Movement Free

Design Speed 25 MPH

Travel Lanes Two-way, two lanes

Parking Parallel, both sides; offset by park strip on opposite side

R.O.W. Width 65 feet

Travel Lane Width 11 feet

Curb Type Raised

Sidewalk Width 5 feet on one side; 10-foot multi-use path on the other

Bicycle Lane Class 1, one side as part of the multi-purpose path

Park Strip 6 feet, both sides, except park alternative

Landscape Single row of street trees with low water use grasses, shrubs, and groundcover (irrigated); pedestrian access through landscape strip to be provided as necessitated by parking; see Tables 3.2 to 3.5

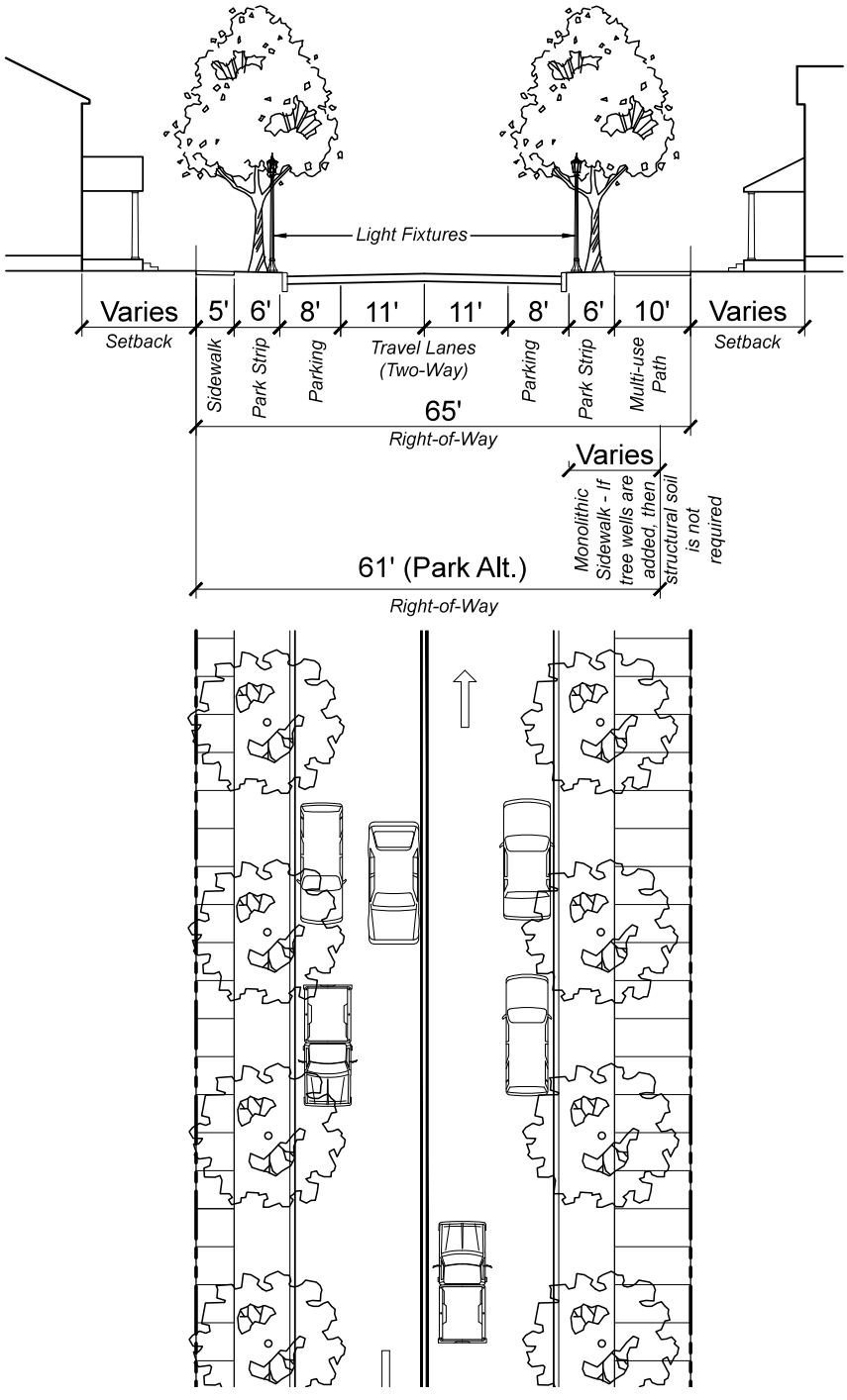


Figure 3.9 Proposed Section and Plan: Summit Drive

3.1.5 Neighborhood Street

Designation: A

Definition
A moderate-scale street providing local access throughout the community. It accommodates on-street parking on both sides.

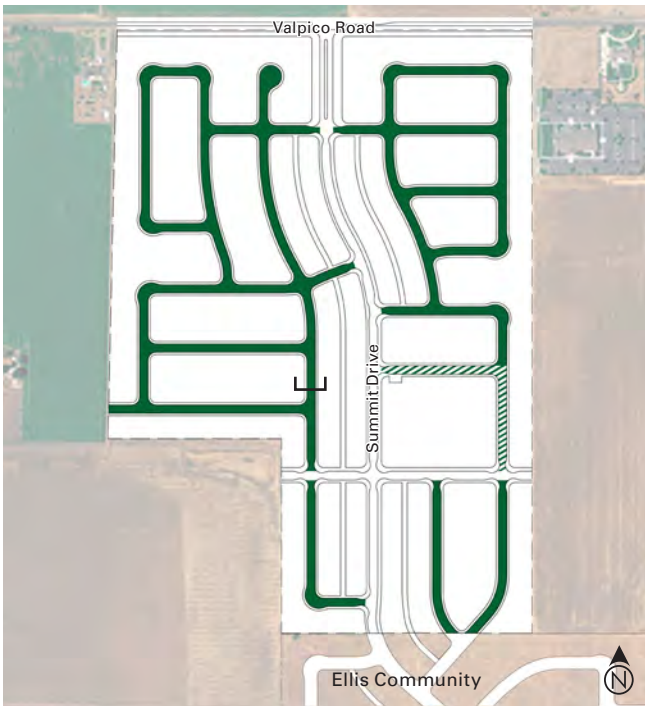


Figure 3.10 Key Plan: Neighborhood Street A

NEIGHBORHOOD STREET A
PARK ALTERNATIVE NEIGHBORHOOD STREET A

Movement Free

Design Speed 25 MPH

Travel Lanes Two-way, two lanes

Parking Parallel, both sides

R.O.W. Width 56 feet

Travel Lane Width 10 feet

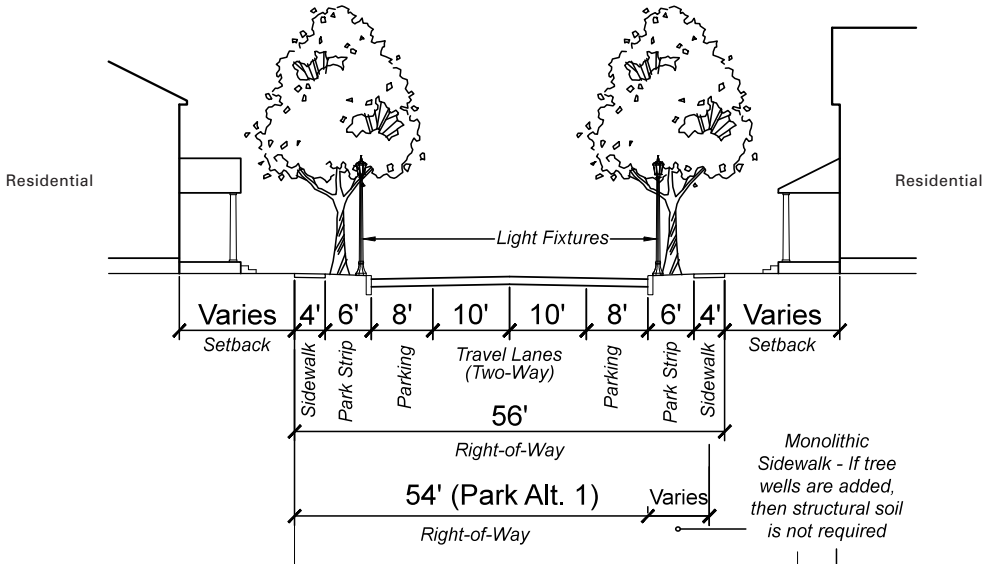
Curb Type Raised

Sidewalk Width 4 feet, both sides; except park alternative

Bicycle Lane None

Park Strip 6 feet, both sides; except park alternative

Landscape Single row of street trees with low water use grasses, shrubs, and groundcover (irrigated); pedestrian access through landscape strip to be provided as necessitated by parking; see Tables 3.2 to 3.5



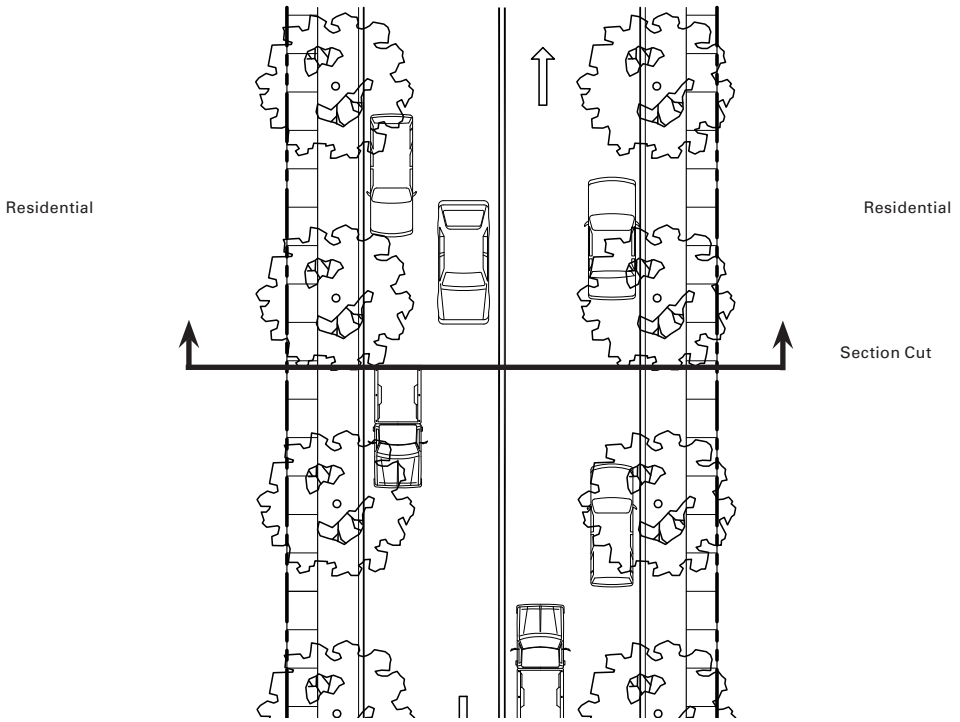


Figure 3.11 Proposed Section and Plan: Neighborhood Street A

3.1.6 Lane

Designation: A

Definition

Primary access to residential off-street parking. Lanes are designed to accommodate trash collection and dry utilities. Dead-end lanes may not extend farther than 150 feet from a public street. Fire hydrant spacing shall be 500 feet maximum for all streets and lanes. The curb on each side of the lane entrance shall be painted red 10 feet in both directions.

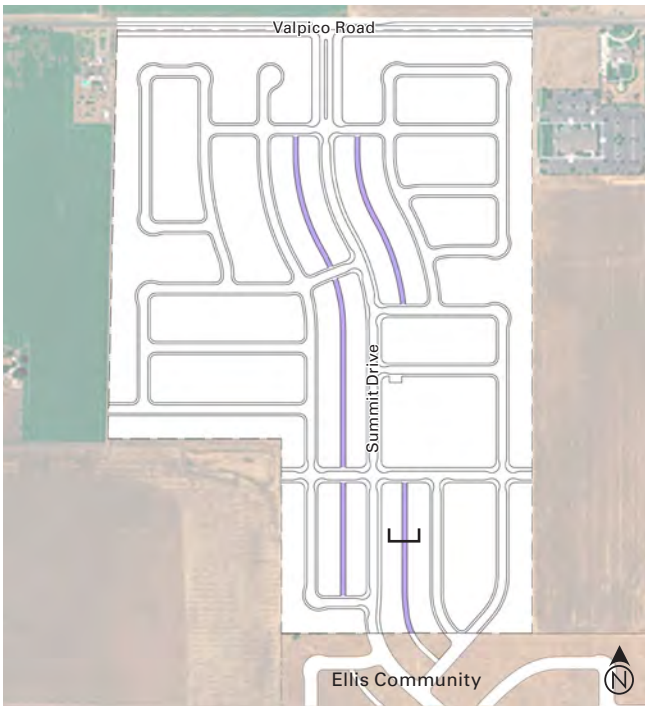


Figure 3.12 Key Plan: Lane A

Pursuant to the Citywide Transportation Master Plan, alleys are a permitted street type. The precise location of such facilities will be determined upon the approval of a tentative map. Diagrams in the ASP are illustrative and not intended to indicate the percent or location of lane loaded lots.

Movement Yield

Design Speed 10 MPH

Travel Lanes One-way

Parking None

R.O.W. Width 22 feet

Travel lane width 14 feet

Curb Type Spill

Sidewalk Width None

Bicycle Lane None

Park Strip 3.5 feet, both sides

Landscape Low water use grasses, shrubs, and ground-cover in park strip (irrigated)

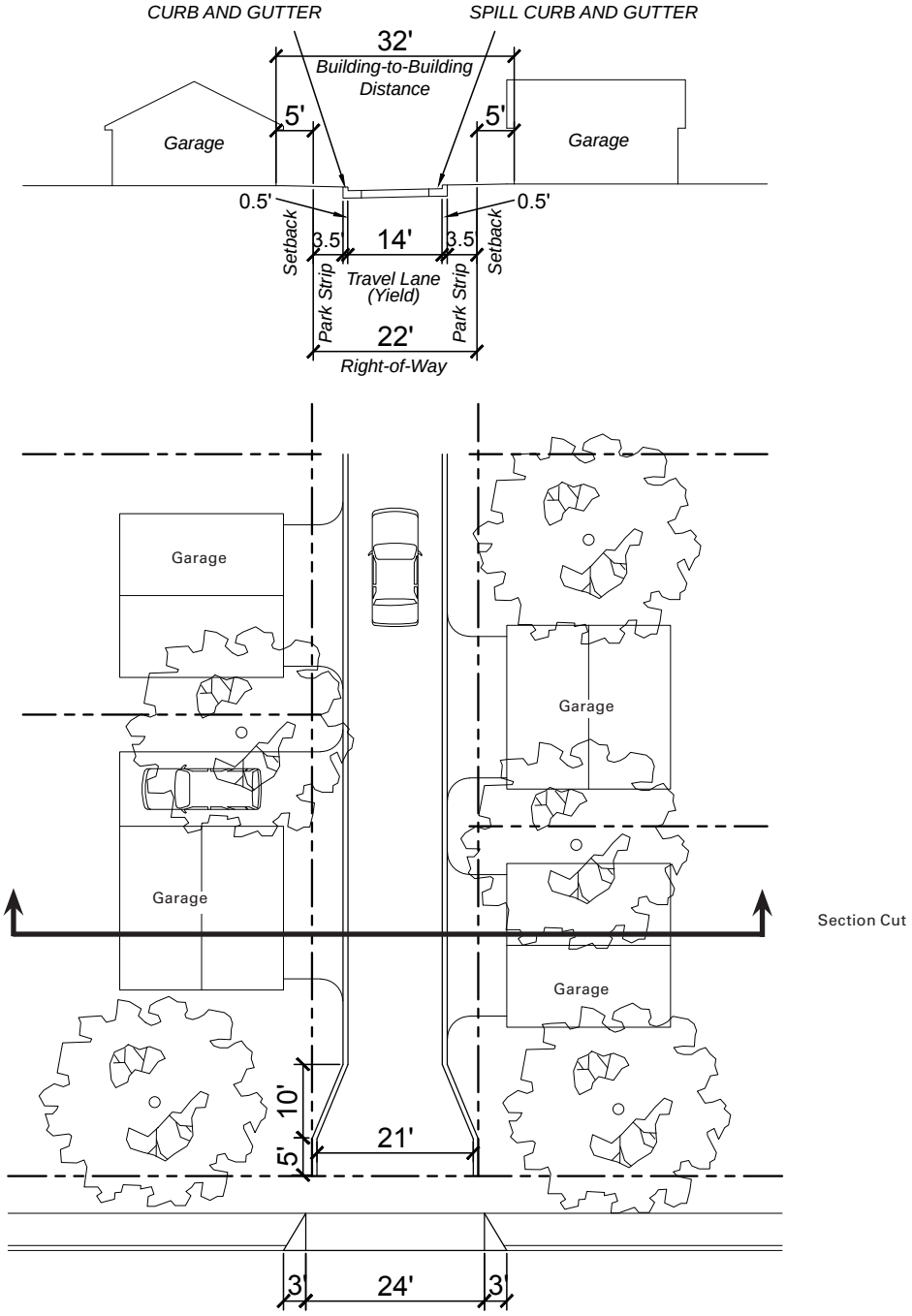


Figure 3.13 Proposed Section and Plan: Lane A

3.2 Pedestrian System Plan

The streets, blocks, and park of the Avenues are designed to accommodate the needs of pedestrians and cyclists (Figure 3.14).

The Avenues has a diverse and well-developed pedestrian circulation network. All streets in the community have sidewalks on both sides. The network of sidewalks connects all areas of the residential neighborhood. This system is enhanced by multi-use paths (trails) along primary streets that link residents to the park and the regional network.

The pedestrian network is enhanced by traffic-calming strategies at critical locations. Traffic calming elements are placed to help mitigate pedestrian/automobile conflicts. Landscape strips between back of curb and multipurpose path and/or sidewalk shall have designated pedestrian crossings retained on either side with steel headers.

The ASP shall provide sidewalks for pedestrian connection to Ellis with the first phase of construction.

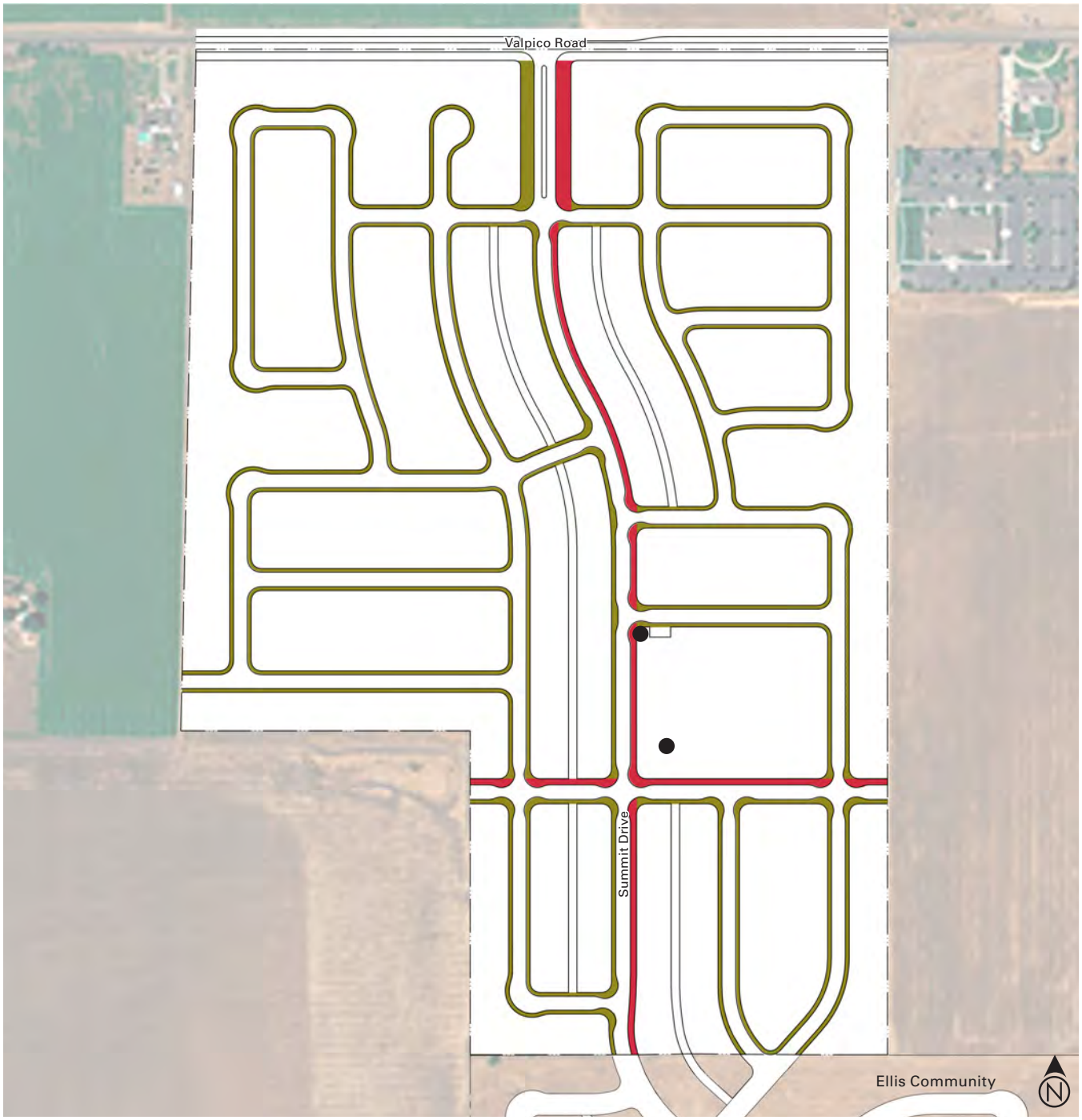


Figure 3.14 Pedestrian and Trail Systems Plan

3.3 Bicycle System Plan

A 10-foot, multi-use bike/pedestrian path (trail) forms a cross in the community to facilitate and encourage non-vehicular travel. Bike racks will be located in the park.

Canopy trees will be planted the length of paths for shade.

The bicycle network will link to the broader City of Tracy and San Joaquin County Bikeway Systems.

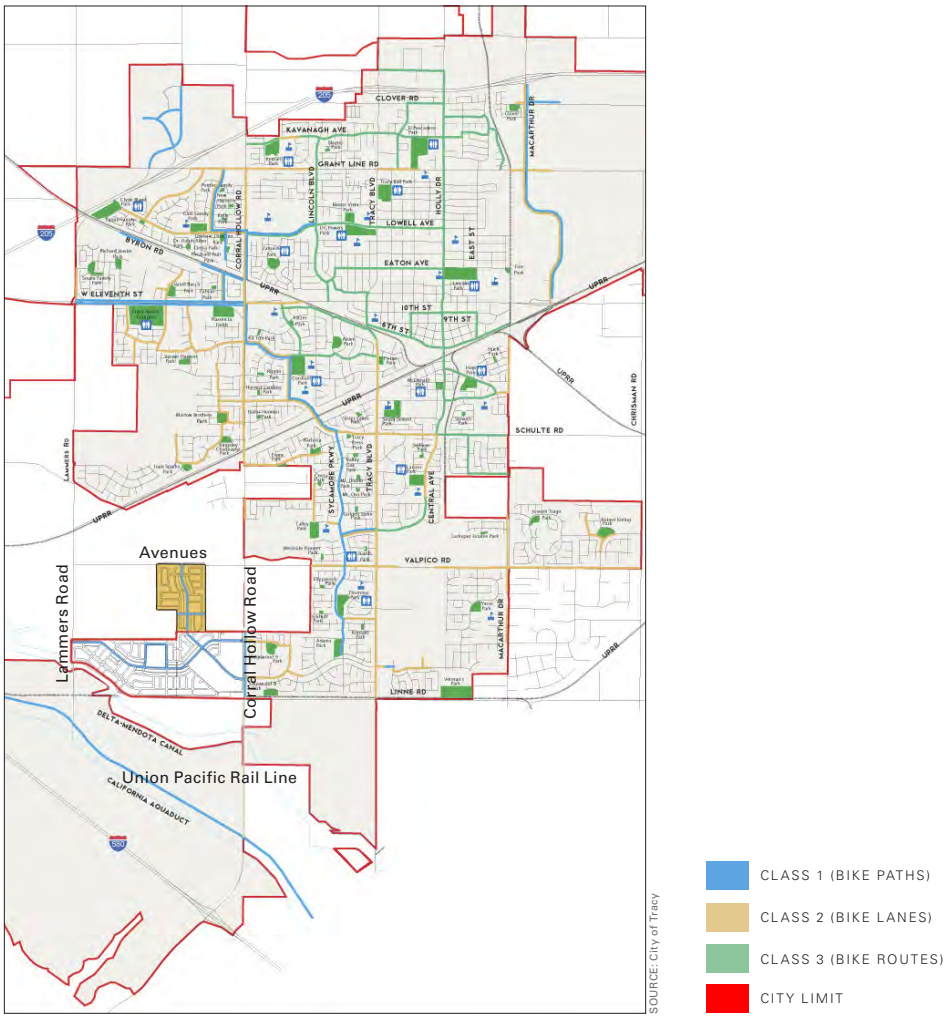


Figure 3.15 Avenues as it relates to existing bikeways in the City of Tracy

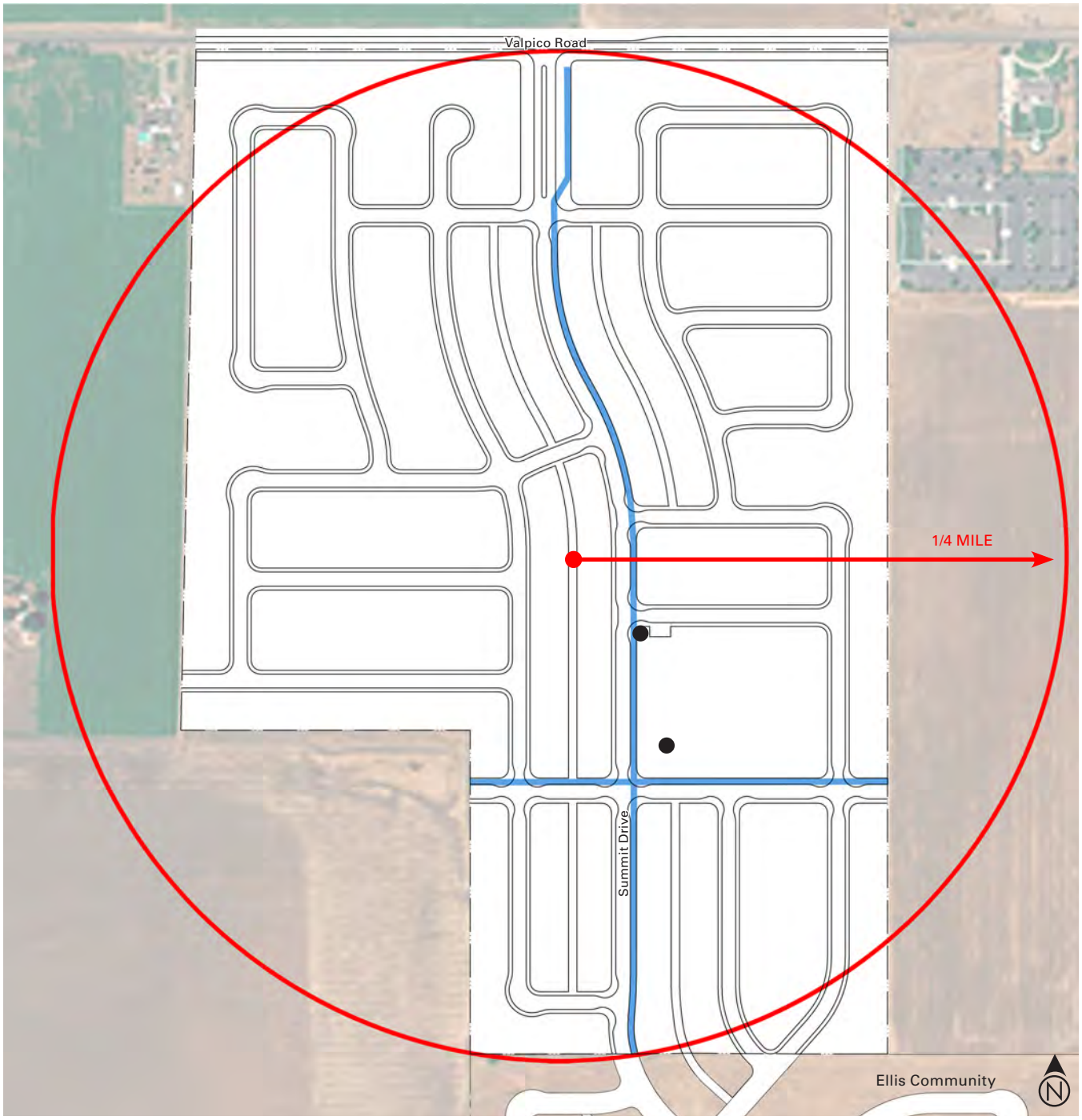


Figure 3.16 Bicycle Systems Plan

3.4 Public Transportation

The Avenues is served by a variety of public transportation options.

At a regional scale, the community is served by the Altamont Commuter Express (ACE) which is a passenger rail line running between Stockton and San Jose, with a BART connection to the Bay area from Pleasanton. Regional bus service is also available within San Joaquin County, through the San Joaquin Regional Transit District, Greyhound, and Amtrak California.

Transit access to the Avenues subdivision may be provided in the future by the City's TRACER bus system. The TRACER provides service to the City of Tracy Transit Station with connecting service to the Altamont Commuter Express (ACE) rail, San Joaquin Regional Transit District (SJRTD) regional bus service including connections to BART, Greyhound, and the proposed future high-speed rail service and BART connections to the Bay Area and beyond.

Future updates to the City of Tracy's Short Range Transit Plan (SRTP) may take into account providing future public transportation access to this development. A turn out in Valpico Road may be provided as per the ASP 3.1.2 in Regional Arterial: Valpico Road (see Figure 3.4).

3.5 Parking Network

Residential parking is on and off-street, some parking may be accessed by way of residential driveways and the proposed rear lane network. Most street types include on-street visitor parking as well. To encourage walking and biking to parks, no additional parking shall be provided over and above on-street parking on neighborhood streets.

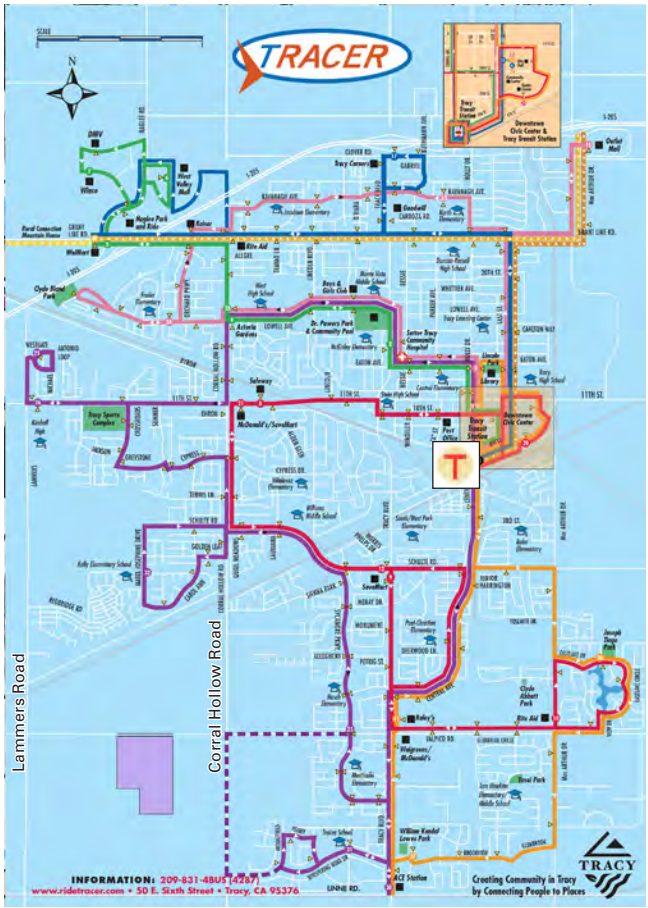


Figure 3.17 Regional Transit Map

3.6 Parks Network

The Avenues park is designed to provide a wide array of active and passive recreation opportunities to meet the range of needs within the community. Consistent with City requirements, the ASP is subject to park obligation of 4 acres per 1,000 people. Avenues will feature 3 park acres per 1,000 population generated of Neighborhood Parks dedication and 1 park acre per 1,000 population generated of Community Parks obligation (4 park acres per 1,000 population generated total). Population will be based on City of Tracy Parks Master Plan (new development), April 2013.

The intention in the design of the park is to create a public space that offers:

1. A variety of active and passive recreational opportunities for all age groups;
2. Recreational amenities within walking distance of residents' homes;
3. Integration with the adjacent multi-use path (trail) system; and
4. Access to multiple public streets.

The park shall be maintained by the City. All other open space, landscape strips, parkways, medians and special landscape features accepted by the City will be maintained through the funding provided by the ECFD with maintenance implemented by the EPOA. ASP parks shall be designed and developed in conformance with the Specific Plan and shall be maintained as prescribed in the Ellis Maintenance Agreement (EMA) between the City and the EPOA. Park design and amenities were first reviewed by the Parks Commission prior to approval by City Council.

Homes front on the park creating a unique and desirable residential design. To enhance park safety, the project shall endeavor to have streets surrounding all sides of the park so that more eyes are viewing the park. Group mailboxes may be located in or adjacent to the park but will not be counted as part of Neighborhood Park credit.

The park has an individual character and distinct features designed to create a strong sense of place. The extensive multi-use path system encourages residents to walk or bicycle between the park and neighborhoods. On-street parking is provided. The park name shall be "Central Park."

The Illustrative Parks Plan (Figure 3.18) shows the general location of the park.

The park as a part of this Specific Plan which includes neighborhood park concept plans (park components, elements, size, name, theme) for the neighborhood park, shall be built by the project, according to the specific plan concept plan as approved by City Council, with no other modifications. Any additional cost caused by project proponent such modification shall be the responsibility of the project, and funded by the project. To encourage walking and biking to parks, no additional parking shall be provided in excess of typical neighborhood street parking within the residential neighborhood.

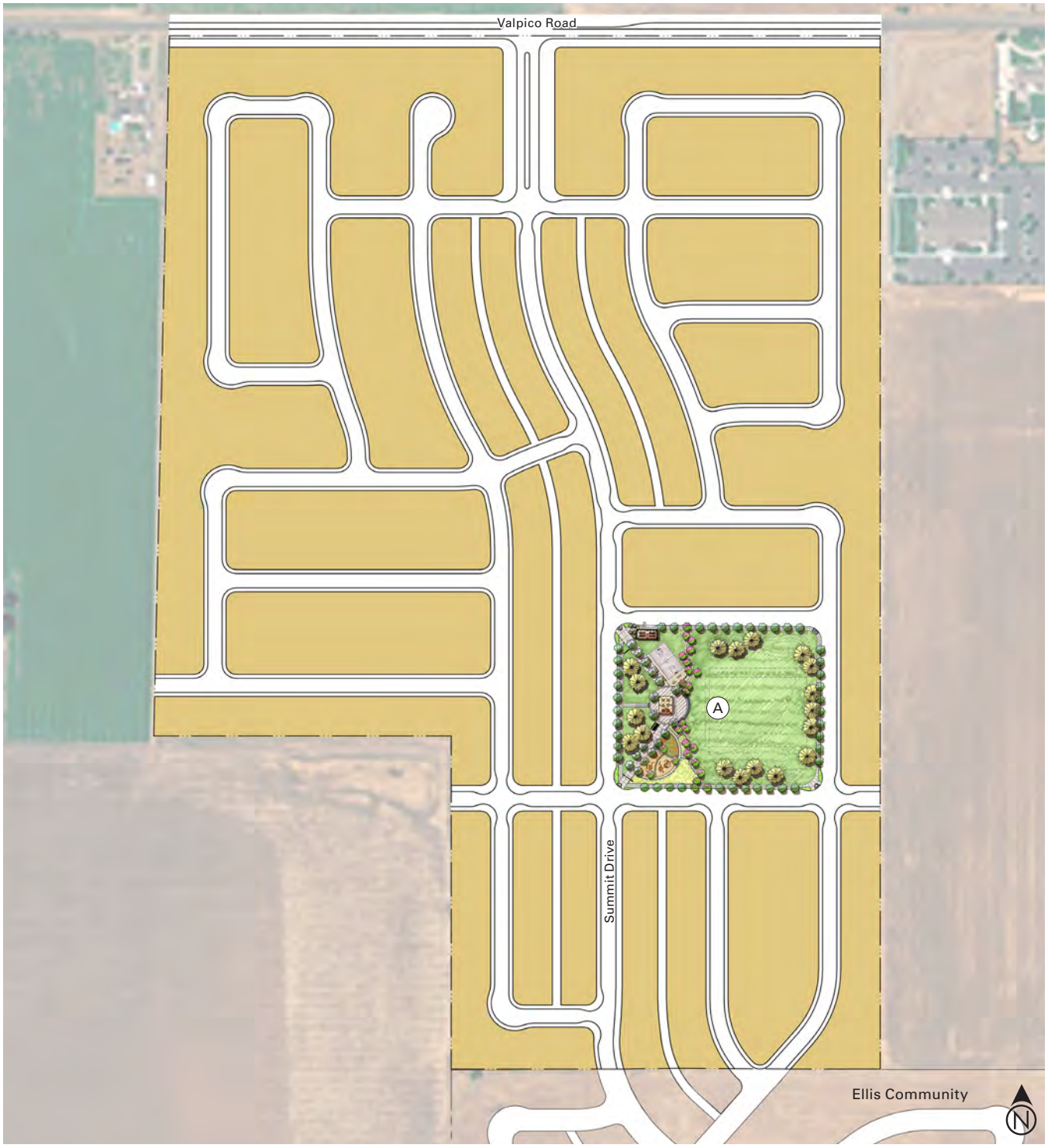


Figure 3.18 Illustrative Park Plan

Ⓐ CENTRAL PARK

3.6.1 Central Park

Central Park is the visual and recreational focal point of the neighborhood. Enhanced planting in bulb-outs creates a strong and inviting presence on Summit Drive. Two park sign entry features are placed on the northern and southern corners of the park (see Appendix B: Sign Program). Uses are oriented around two tree-lined promenades and include a picnic area with shade structure, play areas for both 2- to 5-year-olds and 5- to 12-year-olds, a basketball court and a multi-use youth soccer/ballfield. The Central Park shall be a minimum of 4 acres.

Additional smaller lawn areas are available for informal play, picnicking, and relaxation. Low berms planted with shade trees enclose the park and provide a comfortable viewing area for games and activities. Below is an illustration of the Central Park design.

Type

Neighborhood Park

Uses/Features

1. Entry portal
2. 2- to 5-year play
3. 5- to 12-year play
4. Bike parking
5. Trash/recycling/ dog waste station
6. Restroom (2 unisex stalls) and drinking fountain
7. Group picnic with shade structure
8. Basketball/multi-purpose
9. Connectivity path
10. Park entry sign
11. Multi-purpose field
    - › Youth soccer
    - › Infield practice baseball
12. Low berms
13. Mail pick up (two 10-minute parking spots)
14. Concrete stepped wall
15. Outdoor workout station
16. Seat wall
17. Fence at playground
18. Special landscape feature (not included as part of Neighborhood Park credit)
19. Light pole at all main walkways
20. Planting buffer (no spray irrigation)



Figure 3.19 Illustrative plan



Figure 3.20 Multi-purpose field

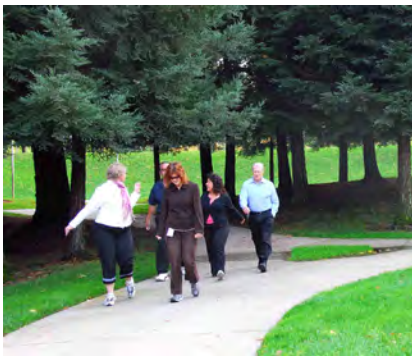


Figure 3.21 Connectivity path



Figure 3.22 5- to 12-year play



Figure 3.23 Undulating, rubber-surfaced mounds



Figure 3.24 Multi-purpose field



Figure 3.25 Seat wall



Figure 3.26 Multi-purpose field



Figure 3.27 2- to 5-year play



Figure 3.28 Workout station



Figure 3.29 Restrooms



Figure 3.30 Seat wall



Figure 3.31 Seat wall

3.7 Special Landscape Features

The ASP includes an enhanced iconic entry at Valpico Road, generously landscaped street frontage and carefully designed interfaces with agricultural edges. These will contribute to both the desirability and livability of the new community. The character of these features reflects the agrarian heritage of the site. No fee credit or park credit will be given for these amenities.

3.7.1 Summit Drive at Valpico Road

The Summit Drive entry at Valpico Road is an inviting gateway to the community. A stone entry building on the west side and a walk-through portal on the east are surrounded by flowering orchard trees and create a rustic, agrarian feel. Stone columns, accent planting at corners, enhanced paving at crossings, and columnar trees in the median provide formality to the entry. Broadleaf evergreen trees in a triangulated pattern soften the theme wall along Summit Drive, while more informal evergreen masses screen the wall along Valpico. Street trees and groundcovers or grasses in the parkway strips create a comfortable, pedestrian-scaled streetscape.

Temporary banner poles and banners may be located along Valpico Road and Summit Drive to be used for home sales banners. This signage will be maintained by project proponent. See Appendix B: Sign Program for additional details.

Conceptual Program

1. Entry monument building with lighted signage
2. Entry column
3. Walk-through entry portal and low stone wall (may have lighted signage)
4. Accent planting
5. Orchard-like trees
6. Columnar trees
7. Broadleaf evergreen trees

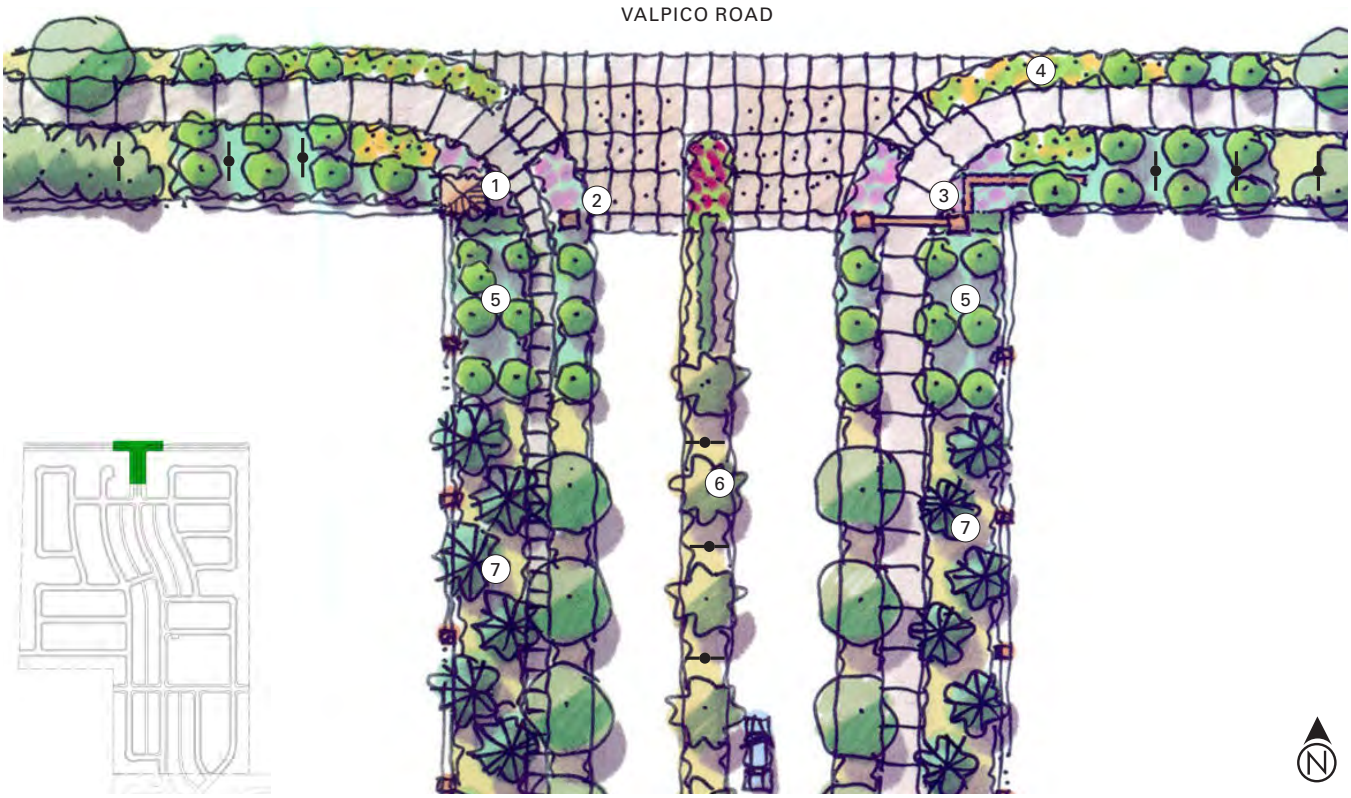


Figure 3.32 Key plan

Figure 3.33 Illustrative plan



Figure 3.34 Avenues Entry at Valpico Road and Summit Drive



Figure 3.35 Entry Monumental Building (Pump House)



Photo: Gates & Associates

Figure 3.36 Pump House character precedent

3.7.2 Valpico Road Streetscape

The Valpico Road streetscape includes a parkway strip with street trees underplanted with drought tolerant, groundcovers, shrubs and/or grasses. The landscape strip on the south side includes informal masses of trees, shrubs, hedges, and/or vines to screen the 8-foot masonry wall. For graffiti protection, coating should be applied to all visible sides of the theme walls. The median is planted with trees and drought tolerant shrubs, grasses, and/or groundcovers.

Conceptual Program

1. Street trees
2. Tree and/or shrub masses
3. Median tree with shrubs and groundcovers
4. Eight-foot theme wall



Figure 3.37 Street tree and median tree with shrubs and groundcovers

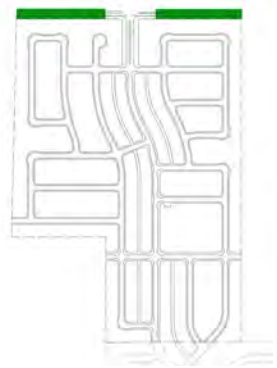


Figure 3.38 Key plan

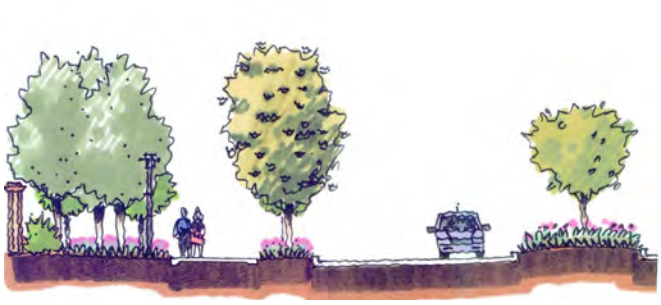


Figure 3.39 Valpico Road section



Figure 3.40 Valpico Road plan

3.7.3 Valpico Road Streetscape — Interim Condition

Valpico Road will initially be installed in an interim condition. At this time, a landscape strip will be planted between the multipurpose path and the street. When the ultimate condition is installed, the temporary landscape strip will be reduced to the 7-foot parkway strip shown for the permanent Valpico Road condition. The plantings will be consistent with the design described for the final Valpico condition. Plantings include tree masses along the theme wall with drought-tolerant shrubs, groundcovers and grasses as understory. No trees will be planted in the temporary landscape area.

Conceptual Program

1. Street trees
2. Tree and/or shrub masses
3. Eight-foot theme wall
4. Temporary landscape strip

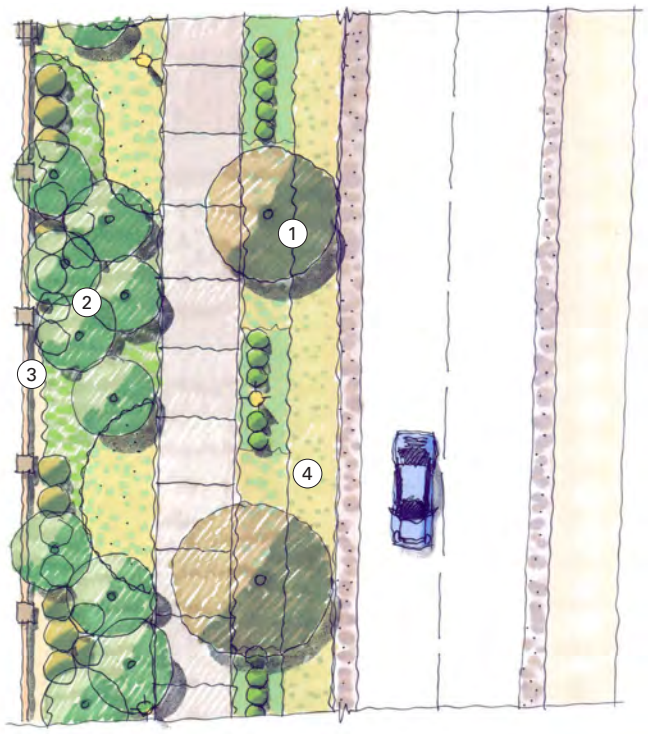


Figure 3.41 Illustrative plan

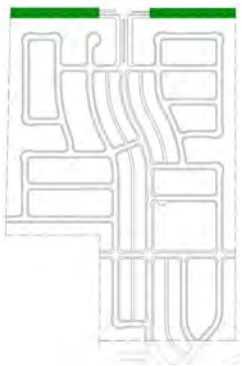


Figure 3.42 Key plan

3.7.4 Summit Drive

The 6-foot landscape strips on Summit Drive are planted with street trees and low, drought tolerant groundcovers and grasses. Trees are spaced at minimum 30 feet on-center where there are no conflict with utilities for an inviting streetscape aesthetic. Pedestrian walk-throughs are provided in planting strips to facilitate access from on-street parking to alley loaded lots and at key locations where crossings would be needed to access the park or multi-purpose path. Pedestrian walk-throughs may include stepping stones, pavers, or decomposed granite.

Bulb-outs enhance key intersections, slowing traffic and creating a more intimate, neighborhood feel. Enhanced pavers at crosswalks further emphasize crossings, slow traffic, and create a visually appealing streetscape.



Figure 3.44 Decorative pavers at crosswalks

Conceptual Program

1. Street trees, drought-tolerant planting in landscape strip
2. Pedestrian access through landscape strip
3. Bulb out with accent planting at intersection
4. Decorative pavers at pedestrian crossings

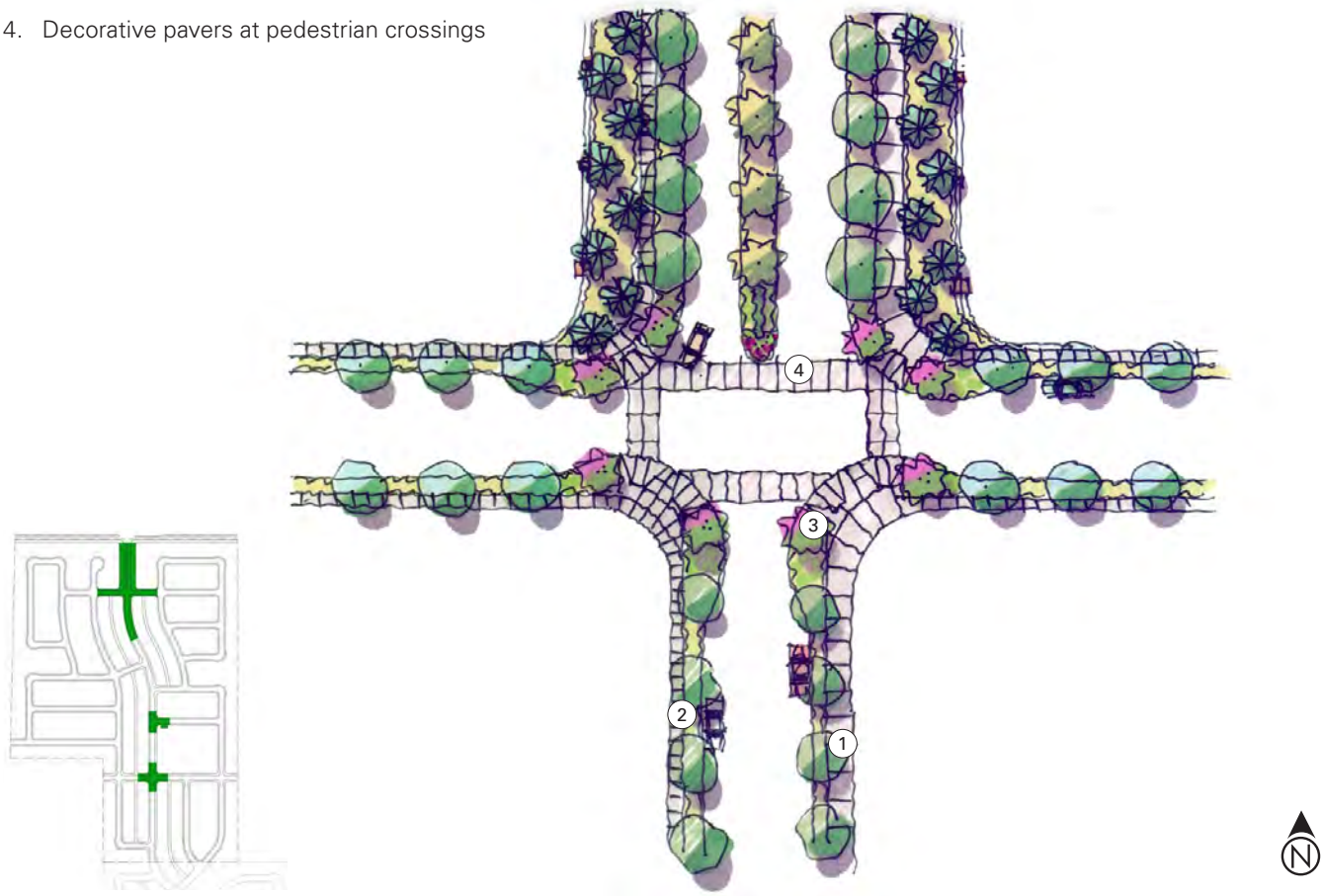


Figure 3.43 Key plan

3.7.5 Agricultural Edge

The edges of the community adjacent to existing agricultural uses will be defined with 8-foot wood privacy fences or boundary walls. Where streets terminate at site boundaries, barriers shall be City standard (guard rails), or at the developer's option, temporary gates for enhanced visual effect and to minimize the intrusion of dust from undeveloped properties. Gates will be designed to allow for emergency vehicle access if needed. Gates may be wood, metal, or comparable material.

Temporary gates shall be removed at the time development occurs adjacent to the Specific Plan area, when roadways are connected to these streets. The subdivision is not intended to be a gated community.

Conceptual Program

1. 8-foot privacy fence or boundary wall
2. 8-foot rolling temporary gate



Figure 3.45 Eight-foot privacy fence



Figure 3.47 Eight-foot rolling gate

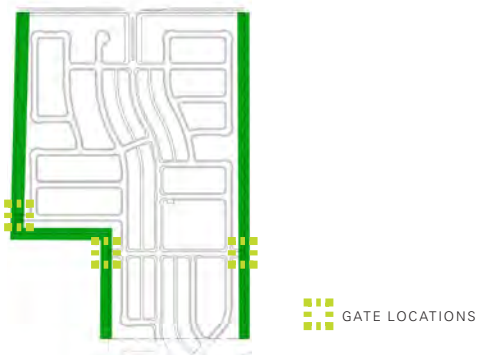


Figure 3.46 Key plan

3.8 Lighting, Signage, and Furnishings

3.8.1 Lighting

Ornamental street lights shall be traditional in character and at a pedestrian-scale. They are used for all streets, parks, trails, bike paths, and walkways. The style of street lights shall be the same as street lights found in Ellis. Maintenance will be in accordance with the ECFD and EMA. All streets and parks shall be lit to provide safe evening passage.

Special ornamental lighting may also be incorporated into thematic monuments and signs at park entries.

All fixtures will be cut-off luminaires to control light and glare. The lighting specified, although traditional in appearance, shall have state-of-the-art luminaires for lighting efficiency and glare reduction.

Light fixtures shall direct lighting patterns downward in either a symmetrical or asymmetrical lighting pattern on the ground with very little glare. The post lights, specified to be mounted at the height of 14 feet, are scaled to pedestrians. This is an optimal height which balances lighting efficiency and performance, while providing direct illumination of pedestrian areas for facial illumination, thereby providing a safe nighttime environment.

The lighting shall be spaced along the street and between the street trees. Street trees are specified to have a minimum 10-foot clearance to street lights in order to provide adequate room for the proper lighting performance.



Figure 3.48 Sign Type J

3.8.2 Public Property Signs

Signs in the Avenues Specific Plan Area in the public right-of-way, the public parks, or on public property, shall be regulated by Title 10, Article 35 of the Tracy Municipal Code and CalTrans regulations, except as specified in Section 3.8.2 of the Avenues Specific Plan and Appendix B: Sign Program. The signs included in this Avenues Sign Program shall be permitted as shown. The approval process shall include only building permit, and a sign permit processed in accordance with Title 10, Article 35 of the Tracy Municipal Code. For purposes of indemnifying the City, all temporary signage to be located within street right-of-ways, as approved in the ASP, will require one all-inclusive encroachment permit. Regulatory signs not approved as part of the ASP shall comply with City Standards or California Department of Transportation (Caltrans/California Manual on Uniform Traffic Control Devices (CA-MUTCD) standards where applicable.

In addition, the design of the landscape features/character elements in Appendix B: Sign Program shall be permitted as shown.

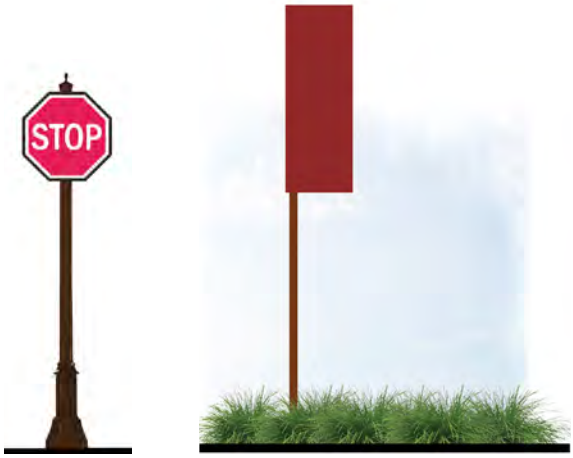


Figure 3.49 Regulatory signage and Flag signs



Figure 3.50 Wall Sign — Sign Type H

3.8.3 Furnishings

Site furnishings shall include a simple palette of durable traditional street and park furnishings, including bike racks, trash receptacles, and benches. The selection of site furniture should incorporate elements found throughout Ellis, to provide a visual connection between the Avenues and the Ellis community.

Park furnishings and equipment should be thoroughly evaluated for durability, ADA compliance, and consistency with visual character. Maintenance of furnishings will be the responsibility of the EPOA except in the park which shall be maintained by the City, and shall be funded by the ECFD.

AVENUES SPECIFICATIONS		
ELEMENTS	**DESCRIPTION**	**MANUFACTURER,MODEL, FINISH, COLOR**
Street Lighting	Ornamental Traditional Acorn	Sternberg Birmingham series, Dark Bronze Textured, LED
Street/Wayfinding Poles	Ornamental Traditional	Sternberg Richmond and/or Lexington series, Dark Bronze Textured, LED
Street/Wayfinding Signs	Custom metal panel	Custom artwork on aluminum panel; Panel: reflective to match Pantone 155C; Lettering: 4", Gill Sans MT Condensed, black
Regulatory Sign Poles	Ornamental	Sternberg Richmond or Lexington series, Dark Bronze Textured
Banner Poles	Ornamental Traditional	Sternberg Birmingham series with Sternberg Banner Arms, Dark Bronze Textured
Enhanced Crosswalk Paving	Decorative Unit Pavers with Colored Concrete Band	Ackerstone, Holland Stone1, Carmel with CA del Mar aggregate FM mix, grind finish. Concrete accent band in Davis color 8084 (Silversmoke), sandblast finish
Stone Elements (Buildings, Walls, Portals, Signage)	Stone Veneer	El Dorado Natural Stone - Profile: Cliffstone; Color: Montecito; Stone Variety: Pennsylvania Fieldstone; Grout Style: Dry Stack
Pet Station/ Other Community Signs	Decorative metal panel	Custom artwork on aluminum panel with vynl letters. Panel color: SW2912 Chanticlear (PMS 7623c) Lettering color: SW6385 Dover White, Text per City Standards
Benches	Ornamental Traditional	Dumor 140/144 series, black powdercoat with custom lettering
Trash/Recycling	Ornamental Traditional	Dumor 148 series, trash and recycle separate
Bike Rack	Traditional	Maglin MBR200 series with custom lettering, black powdercoat
Bike Rack	Decorative	Huntco, The VELO or approved equal, color RAL 3003 Ruby Red
Tree Guard	Ornamental	Iron Age Designs Basic, Powdercoat, Special Rust #47
Drinking Fountain	Ornamental Traditional	MDF Most Dependable Fountains, 2008SM w/valve faucet, black
Picnic Tables	Ornamental	Dumor, 448 and 443 series, black
Shade Structure	Decorative	May be prefabricated or custom; materials will may be metal, stone or stone veneer, may include logo or lettering, may be solid or perforated as necessary to provide adequate shade.
Restroom	Prefabricated	Public Restroom Company; model PS 111; ADA accessible with enhanced finishes: board and batten with ledgestone, standing seam hip roof
Play Equipment/Elements	Thematic,Educational, Innovative Play Elements	Play equipment and elements may be themed, custom or prefabricated; primary materials to be metal with steel, steel-reinforced cables, GFRC or other with limited use of water, sand or wood for play value.

Table 3.1 Avenues specifications (or equal as approved by the developer)



Figure 3.51 Bench



Figure 3.52 Bike rack



Figure 3.53 Picnic table



Figure 3.54 Trash



Figure 3.55 Bike rack



Figure 3.56 Tree grate



Figure 3.57 Pet station



Figure 3.58 Shade structure



Figure 3.59 Play equipment



Figure 3.60 Play equipment



Figure 3.61 Shade structure



Figure 3.62 Play equipment



Figure 3.63 Play equipment

3.8.4 Streetscape Types

The streetscapes of the Avenues vary. Primary streets will have landscaped park strips between the sidewalk and curb. These park strips shall be planted with ornamental, drought-tolerant landscape materials, the park strips or landscape strips will be planted with trees which shall be counted as a City tree for each lot/residence, no residential front yard City trees shall be required. Where parking is provided on streets with alley-loaded homes, pedestrian access through the park strips must be provided at a minimum of every residence. Where parking is provided along park frontage, park strips may be eliminated or limited to facilitate access.

Sustainable Landscape Design

The landscape system shall comply with the current Department of Water Resources Water Efficient Landscape Ordinance and CalGreen Building Code. Landscape should be designed to reflect current best practices in landscape sustainability, including some or all of the following:

- Emphasize drought tolerant, native or climate-adapted plants
- Use California native plants where possible
- Minimize the use of lawn, except for recreational purposes
- Group plants by water use, i.e., hydrozones.
- Design high efficiency, weather-based irrigation systems
- Space plants to avoid the need for shearing
- Choose diverse plant palettes
- Design high-efficiency landscape lighting systems
- Minimize light pollution and trespass

3.8.5 Street Trees

The landscape system is designed to honor the small-town agrarian history of the area with shady, pedestrian-friendly streets and a diverse, drought tolerant plant palette which complements the architectural character of the houses. It is expected that recycled water will be available for irrigation of public streets, including Summit Drive, and common areas in the future. Street trees have been carefully selected for recycled water tolerance. Street trees located in landscape strips shall meet the requirement of a City tree located in residential lot/home front yards. Proponent may adjust street tree spacing to avoid constraints, such as utilities.

- Large canopy trees will line the community streets. Medium-sized canopy trees will enclose the neighborhood streets.
- Accent trees will be used to define the community, neighborhood intersections, and pedestrian street crossings, as well as identify entries to the park.
- Orchard-like grid tree planting may be used in the entry areas to reinforce the agrarian theme. Trees in the orchard may be flowering, non-fruit-producing trees.
- The park will be planted with a diversity of trees to provide shade and seasonal interest, as well as to define outdoor rooms within the parks.

TREES			
STREET	**USE**	**BOTANICAL NAME**	**COMMON NAME**
Valpico Road	Street Tree	Pistacia chinensis 'Keith Dave'	Chinese Pistache
		Quercus agrifolia	Coast Live Oak
	Background Trees	Quercus ilex	Holly Oak
	Accent Tree	Lagerstroemia indica	Crape Myrtle
Entry at Valpico	Street Tree	Ulmus parvifolia	Chinese Elm
		Lagerstroemia indica	Crape Myrtle
	Accent Tree	Chitalpa tashkentensis	Pink Dawn Chitalpa
	Columnar Tree	Carpinus betulus 'Fastigiata'	Southern Live Oak
	Evergreen	Arbutus 'Marina'	Arbutus Marina
Summit Drive	Street Trees	Quercus palustris	Pin Oak
	Accent Trees	Lagerstroemia indica	Crape Myrtle
		Chitalpa tashkentensis	Chitalpa
Neighborhood Streets	Street Tree	Ulmus parvifolia 'Allée'	Chinese Elm

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TREES			
STREET	USE	BOTANICAL NAME	COMMON NAME
Park And Special Landscape Feature Trees		Aesculus x. carnea 'Briotii'	Red Horse Chestnut
		Carpinus betulus	European Hornbeam
		Catalpa speciosa	Western Catalpa
		Cedrus deodara	Deodar Cedar
		Chionanthus retusus	Chinese Fringe Tree
		Cinnamomum camphora	Camphor Tree
		Crinodendron patagua	Lily of the Valley Tree
		Fagus sylvatica	European Beech
		Magnolia grandiflora	Southern Magnolia
		Melaleuca quinquenervia	Cajeput Tree
		Nyssa sylvatica	Sour Gum
		Olea europaea 'Swan Hill'	Olive
		Podocarpus species	Fern Pine
		Quercus sp.	Oak
		Quercus rubra	Northern Red Oak
		Sapium sebiferum	Chinese Tallow Tree
		'Swan Hill'	Swan Hill
		Tipuana tipu	Tipu Tree
		Ulmus parvifolia	Chinese Evergreen Elm
		Ulmus sp.	Elm
		Zelkova 'Green Vase'	Japanese Zelkova
		Zelkova 'Village Green'	Japanese Zelkova
		Zelkova serrata	Sawleaf Zelkova

Table 3.2 Tree List (to be adapted to respond to the specifics of each individual site and use)

SHRUBS AND PERENNIALS	
BOTANICAL NAME	**COMMON NAME**
Abelia sp.	Abelia
Acacia species	Acacia
Acanthus mollis	Bear's Breech
Agapanthus species	Lily-of-the-Nile
Arbutus unedo 'Compacta'	Dwarf Strawberry Tree
Arctostaphylos species	Manzanita
Buxus species	Boxwood
Calamagrostis 'Karl Foerster'	Reed Grass
Callistemon 'Little John'	Weeping Bottlebrush
Camellia species	Camellia
Carex	Berkeley Sedge
Carpenteria californica	Bush Anemone
Ceanothus species	Wild Lilac
Cistus species	Rockrose
Coleonema species	Breath of Heaven
Dietes sp.	Iris
Erigeron karvinskianus	Fleabane
Escallonia sp.	Escallonia
Euonymus sp.	Euonymus
Euryops pectinatus	Golden Bush Daisy
Festuca californica	'Elijah Blue' California Fescue
Galvezia speciosa	Island Bush Snapdragon
Gazania sp.	—
Geranium sp.	Cranesbill
Helictorichon sempervirens	Blue Oat Grass
Hemerocallis sp.	Day Lily
Heteromeles arbutifolia	Toyon
Heuchera sanguinea	Coral Bells
Hydrangea sp.	Hydrangea
Ilex aquifolium	Holly
Iris douglasiana	Douglas Iris
Juncus patens 'Elk Blue'	California Gray Rush
Lantana species	Lantana
Lavandula sp.	Lavender
Leymus 'Canyon Prince'	Canyon Prince Wild Rye
Liriope muscari	Big Blue Lilyturf
Lomandra longifolia	Draft Mat Rush
Loropetalum chinense	Red Fringe Flower
Mahonia repens	—
Mimulus sp.	Monkey Flower
Miscanthus sinensis 'Adagio'	(no common name)
Muhlenbergia rigens	Deer Grass
Myrica californica	Pacific Wax Myrtle
Myrtus communis	Myrtle
Nandina sp.	Heavenly Bamboo
Nerium oleander	Oleander
Phormium tenax	New Zealand Flax

continued on next page

SHRUBS AND PERENNIALS	
BOTANICAL NAME	**COMMON NAME**
Pittosporum crassifolium	—
Pittosporum tenuifolium	—
Polystichum muniturm	Western Sword Fern
Rhamnus 'Eve Case'	Coffeeberry
Rhododendron	Rhododendron
Rosa sp.	Rose
Rosmarinus sp.	Rosemary
Salvia sp.	Sage
Santolina sp.	Lavender Cotton
Senecio cineraria	Dusty Miller
Sollya heterophylla	Australian Creeper
Spirea sp.	Spirea
Syringa vulgaris	Lilac
Teucrium sp.	Germander
Viburnum sp.	Viburnum
Wistringia fruticosa	Coast Rosemary
Xylosma congestum	Shiny Xylosma

Table 3.3 Recommended Shrubs/Perennials

GROUNDCOVERS	
BOTANICAL NAME	**COMMON NAME**
Bergenia crassifolia	Winter-BloomingBergenia
Ceanothus species	Wild Lilac
Convolvulus mauritanicus	Ground Morning Glory
Coprosma 'Verde Vista'	—
Dymondia margaretae	—
Festuca sp.	Fescue
Fragaria chiloensis	Wild Strawberry
Gazania sp.	—
Helictotrichon sempervirens	Blue Oat Grass
Hemerocallis sp.	Day Lily
Iris douglasiana	Douglas Iris
Lantana sp.	Lantana
Liriope muscari	Lily Turf
Myoporum parvifolium	—
Osteospermum fruticosum	Trailing African Daisy
Rosmarinus officinalis 'Prostratus'	Prostrate Rosemary
Scaevola 'Mauve Clusters'	—
Stipa pulchra	Purple Needlegrass
Trachelospermum asiaticum	—
Vinca minor	Dwarf Periwinkle

Table 3.4 Recommended Groundcovers

VINES	
BOTANICAL NAME	**COMMON NAME**
Campsis radicans	(no common name)
Clematis armandii	Evergreen Clematis
Clytostoma callistegiodes	Lavender Trumpet Vine
Distictis sp.	Trumpet Vine
Hardenbergia violacea	Happy Wanderer
Jasminum polyabthum	Jasmine
Parthenocissus tricuspidata	Boston Ivy
Solanum jasminoides	Potato Vine
Wisteria sinensis	Chinese Wisteria

Table 3.5 Recommended Vines

3.9 UTILITIES

The City of Tracy Master Plans identify the improvements required for the maximum buildout of the Avenues. Existing utility systems that are of adequate capacity will be utilized to serve the Avenues. In the event that the existing infrastructure does not have sufficient capacity to serve the project, additional improvements will be constructed to supplement or provide additional capacity.

3.9.1 Domestic Water

Service Provider

The City of Tracy provides potable water service in the City of Tracy.

Water Supply

The City of Tracy has multiple sources of water including groundwater wells and surface water from the Central Valley Project and the South County Water Supply Project. The City treats the surface water obtained from the Central Valley Project at its John Jones Water Treatment Plant located near the airport in the southeast portion of the City. The surface water obtained from the South County Water Supply Project is treated and delivered to the City by the South San Joaquin Irrigation District.

Existing Facilities

The City's water system is comprised of two existing Pressure Zones (One and Two) and a planned third zone (Three). Avenues is located in Pressure Zone Two which serves areas between elevation 75 and 150.

Treated water leaves the City's water treatment plant at Zone 2 Pressure. There is an existing 24" Zone 2 water main in Corral Hollow Road and an existing 16" water main in Valpico Road. There is also a planned 12" Zone 3 water main in Summit Drive, under construction by Ellis, which will extend to the south side of the project.

Master Plan Improvements

The City of Tracy completed the Citywide Water System Master Plan in December 2012. The Master Plan identified the required potable and recycled water system facilities required to serve the buildout of the City's General Plan including existing and future service areas within the Sphere of Influence. Avenues was included as a future project in the Master Plan.

The Master Plan recommended treatment, storage, pumping, and piping improvements as well as new groundwater wells to support the General Plan buildout of the City. These improvements include the improvements needed for Avenues, which is the extension of a 12" water main in Summit Drive through Avenues with an emergency PRV at the connection to the planned 12" Zone 3 water main, under construction by Ellis, at the southerly project boundary to the existing 16" water main in Valpico Road.

Avenues will participate in the implementation of the water system Master Plan through the payment of fees, and/or the construction of improvements, which will include a credit and reimbursement agreement.

Projected Water Demand

The projected water demand was calculated for Avenues using the water demand factors contained in the Master Plan. Table 3.6 shows the projected water demand of 232,065 gpd based on the Master Plan Generation factors.

Specific Plan Improvements

The proposed water improvements for Avenues will consist of a conventional on-site water system with mains, services and fire hydrants designed in accordance with the City of Tracy Design Standards.

3.9.2 Wastewater Treatment

Service Provider

The City of Tracy provides wastewater collection and treatment in the City of Tracy.

Existing Facilities

There is a proposed 8" sanitary sewer main in Summit Drive, under construction by Ellis, on the south side of the project that is not intended to serve Avenues. There is an existing 18" sanitary sewer main in Corral Hollow Road near the intersection of Parkside Drive which flows northerly in Corral Hollow Road increasing in size and eventually reaching the City of Tracy Wastewater Treatment Plant located near Holly Drive and W. Larch Road north of Interstate 205. The Avenues, upon Final Map approval, is expected to be allocated existing capacity if available for development.

PROJECTED WATER DEMAND

Land Use	Acres (ac)	Dwelling Units (du)	Demand Factor (gpd/du or ac)	Average Daily Demand (gpd)
Residential	90.5	480	450	216,000
Park[1]	4.5	—	3,570[1]	16,065
TOTAL	**95**	**480**		**232,065**

1 Park Demand Factor is based on 4 acft/AC/year from the Master Plan

Table 3.6 Projected Water Demand

Master Plan Improvements

The City of Tracy completed a Wastewater Master Plan in December 2012. The Master Plan identified infrastructure requirements for both wastewater treatment and conveyance based on wastewater flows from existing and future service areas. Avenues was included as future residential in the Master Plan.

The Master Plan recommends a phased expansion of the existing wastewater treatment plant from its current capacity of 10.8 mgd to 21.0 mgd and also recommends conveyance improvements for the east and west catchment areas in the City. Avenues is located in the west catchment area which will include an extension of the existing Corral Hollow Road Sewer from Parkside Drive to W. Linne Road as well as upgrades to increase the capacity of the existing Corral Hollow Road Sewer, a new Lammers Road Sewer and other downstream improvements.

Construction plans for the first phase of upgrades to the existing Corral Hollow Road sewer, downstream from Parkside Drive, and the extension of the Corral Hollow Road sewer, from Parkside Drive to Linne Road have been completed. Construction of both of these projects is expected to occur in 2017/2018 and be available to serve the Avenues project.

Avenues will participate in the implementation of the Wastewater Master Plan through the payment of fees and/or the construction of Master Plan facilities with corresponding fee credit and reimbursement agreement.

Projected Wastewater Demand

The projected wastewater demand was calculated for Avenues using the wastewater generation factors contained in the Master Plan. Table 3.7 shows a projected wastewater demand of 126,720 gpd.

Specific Plan Improvements

The proposed wastewater improvements for Avenues will consist of a conventional on-site gravity sanitary sewer system with mains, manholes, and laterals designed in accordance with the City of Tracy Design Standards. The on-site sanitary sewer mains will collect wastewater from the homes and direct it towards Summit Drive and then from south to north in Summit Drive towards Valpico Road.

The proposed wastewater improvements will also include an off-site sanitary sewer main in Valpico Road that will convey wastewater from Avenues and connect to the extension of the proposed Corral Hollow Road Sewer as described in the Tracy Wastewater Master Plan. In the event that the Corral Hollow Road Sewer has not been extended from Parkside Drive to Valpico Road, Avenues may construct it and enter a fee credit and reimbursement agreement with the City of Tracy.

3.9.3 Recycled Water

Service Provider

The City of Tracy is planning to provide recycled water services to portions of the City of Tracy.

Existing Facilities

There is a planned 8" recycled water main in Summit Drive, under construction by Ellis, on the south side of the project.

Master Plan Improvements

The City of Tracy has a Citywide Water System Master Plan. The Master Plan identified the potable and recycled water system facilities required to serve the buildout of the City's General Plan including existing and future service areas within the sphere of influence. Avenues was included as future residential as part of the Master Plan.

The City plans to distribute tertiary treated effluent from its Wastewater Treatment Plant located on Holly Drive.

The Master Plan recommends a main pump station and storage tank at the wastewater treatment plant, three additional pump stations, two additional storage tanks, and recycled water mains to distribute recycled water to four planned pressure zones throughout the City of Tracy. These improvements will include a 30" main in Corral Hollow Road and an 8" main along the project frontage on Valpico Road.

Avenues will participate in the implementation of the recycled water system through the payment of fees and/or construction of Master Plan facilities with a corresponding fee credit and reimbursement agreement.

PROJECTED WASTEWATER DEMAND

Land Use	Acres (ac)	Dwelling Units (du)	Demand Factor (gpd/du or ac)	Average Daily Demand (gpd)
Residential	90.5	480	264	126,720
Park	4.5	—	—	0
TOTAL	**95**	**480**	**264**	**126,720**

Table 3.7 Projected Wastewater Demand

Projected Recycled Water Demand

The proposed project landscaping areas which may be irrigated with recycled water include the entry, along the Valpico Road frontage, Summit Drive landscape strips and medians, and the proposed park.

Specific Plan Improvements

The proposed recycled water improvements will consist of an 8" recycled water main in Summit Drive that will provide a connection from the 8" recycled water main at the southern end of the project, under construction by Ellis, to the proposed recycled water main in Valpico Road. The recycled water main will be connected to the potable water system until recycled water is available.

3.9.4 Storm Drain

Topography/Watershed

The Avenues site slopes gently from south to north at approximately 1% and has an elevation change of approximately 25'. The site is bordered by Valpico Road to the north, agricultural land to the east and west and Ellis, to the south.

Existing Facilities

There is an existing 54" storm drain in Summit Drive, recently constructed by Ellis, on the south side of the project. This storm drain main will drain to an interim retention basin located to the west until Detention Basin 3A (discussed below) and an extension of the storm drain is constructed through Avenues.

Master Plan Improvements

The City of Tracy adopted the City of Tracy Citywide Storm Drainage Master Plan (SDMP) in November 2012. The SDMP identified new storm drainage infrastructure needed to serve new development included in the City's General Plan as well as to correct existing deficiencies. Impacts associated with the implementation of improvements included in the SDMP were evaluated in the City of Tracy Citywide Storm Drainage Master Plan IS/MND adopted by the City in November 2012.

The City is comprised of a number of watersheds. Avenues lies within the Westside Channel Watershed which includes a portion of the West Side Irrigation District (WSID) main channel, the Westside Open Channel, several large diameter pipes, and a number of detention basins.

STORMWATER SYSTEM DEMAND AND CAPACITY REQUIREMENTS — ULTIMATE SITE				
10 YEAR EVENT — EXISTING SITE				
Using Rational Method (Q=CIA)				
Time of Concentration (t_C) = 67 min				
Intensity (I) = 0.32 in/hr				
	C Value	**I**	**Area**	**Volume**
Description		**in/hr**	**ac**	**cfs**
Existing Site	0.25	0.32	95.04	7.60
			Q_E (Peak Flow)	8
10 YEAR EVENT — PROPOSED SITE				
Using Rational Method (Q=CIA)				
10 Year Event, tc = 42 min				
Intensity (I) = 0.42 in/hr				
	C Value	**Total Rainfall**	**Area**	**Volume**
Description		**feet**	**ac**	**cfs**
Total Area			95.0	
Residential Lots	0.35	0.42	74.0	10.88
Parks	0.20	0.42	4.0	0.34
Roads	0.95	0.42	17.0	6.79
			Q_P (Peak Flow)	18.01
			Q_P (Peak Flow)	18

Notes
C Values are per the City of Tracy Design Standards, December 2008.
Residential Lots = Low Density (Single Family) C=0.35
Parks = Lawn or Landscaping C=0.20
Roads = Paving C=0.95

Table 3.8 Stormwater System Demand and Capacity Requirements

A portion of the Westside Channel Watershed lies within the Ellis Program subbasin which is generally bordered by Corral Hollow Road on the east, the Delta Mendota Canal on the south, Lammers Road on the west and Valpico Road on the north. Avenues is included, and development has been planned for in the Ellis Program.

The Ellis Program includes two detention basins, a storm drain with the equivalent capacity of a 12" storm drain extending from the South Linne detention basin to Valpico Road, a 42" storm drain from Valpico Road to the 3A detention basin and an 18" storm drain from the 3A detention basin that will connect to an existing 30" storm drain north of the Union Pacific Rail Road tracks. These improvements were evaluated in the City of Tracy Citywide Storm Drainage Master Plan IS/MND adopted by the City in November 2012.

Avenues will participate in the implementation of the Ellis Program through the payment of fees and/or the construction of facilities with corresponding credits and reimbursements agreement.

Specific Plan Improvements

The proposed storm drain system for Avenues will consist of a conventional on-site storm drain system with mains, catch basins, and manholes designed in accordance with the SDMP and City of Tracy design standards.

The storm drain improvements will include the extension of the existing 54" storm drain main in Summit Drive, recently constructed by Ellis, to Valpico Road.

Benefit for South County Fire Authority

For the benefit of the City of Tracy and the South County Fire Authority (SCFA), the Avenues shall with the first phase of site improvements install, and connect to Ellis, the storm drain pipeline and waste water collection pipeline in Summit Drive beginning from the south boundary of the Avenues to the northern boundary of the Avenues at Valpico Road. The project shall also extend the storm drain east on Valpico Road to the point of design of the ultimate storm drain system for basin 3A, and shall extend the wastewater collection pipeline from Summit Drive to Corral Hollow Road, and make connection to the Corral Hollow Road wastewater collection pipeline. The portion of the improvements that are beyond the Avenues project responsibility, including program or public, shall be subject to a credit and reimbursement agreement.

3.9.5 Stormwater Quality

In 2015, the City of Tracy along with four other municipal agencies, including San Joaquin County, collaborated together to develop the "Multi-Agency Post-Construction Stormwater Standards Manual" (Manual), dated June 2015. This Manual was developed to comply with post-construction requirements from the State Water Resources Control Board under the National Pollutant Discharge Elimination System Phase II Small Municipal Separate Storm Sewer System General Permit (Phase II Permit). The Manual requires full hydromodification for developments that create and/or replace one acre or more of impervious surface. The Phase II Permit requires that the post-construction stormwater runoff flow rate shall not exceed the estimated pre-project flow rate for the 2-year, 24-hour design storm event. Further, the Manual requires bio-retention as the standard, or baseline, stormwater quality treatment measure; however, upon approval by the Utilities Division, alternative measures may be used if they meet the criteria provided on page 6-3 of the Manual and are at least as effective as bioretention. On-site pre-treatment is required by the Manual and shall be incorporated unless it is determined by the Utilities Division that stormwater treatment including pre-treatment is provided elsewhere, such as Detention Basin 3A as discussed below.

The SDMP does not include the additional capacity needed to incorporate stormwater quality treatment and/or full hydromodification within Detention Basin 3A. For this reason, the City shall complete a study to determine additional cost for compliance with the Manual at Detention Basin 3A. Financial plan/fee structure for Avenues shall address fair share cost of such improvements applicable to Avenues, if Detention 3A is to be used for compliance with the Manual.

3.9.6 Solid Waste Disposal

The Avenues will generate solid waste. Based on the City of Tracy General Plan EIR, capacity at the Foothill Sanitary Landfill that serves the City is currently available and is anticipated to accommodate the Avenues through the life of the General Plan. Tracy Delta Solid Waste Management, Inc. is currently the City's service provider for the collection, transportation, and disposal of refuse and garbage, including the collection of recyclable material and would serve the Avenues.

3.9.7 Energy

Pacific Gas and Electric provides electricity and natural gas to the residents and businesses within both the City and County. The Avenues will utilize energy-saving technologies through implementing sustainable building practices including materials and mechanical systems that reduce energy consumption. Active Solar Energy Systems will be offered as an option on all homes.

In addition, the Avenues is proximate to numerous amenities that will encourage residents to bike or walk versus driving:

» Central Park — center of ASP

» Proposed City Swim Center — approx. 1/4 mile south of southern boundary

» Proposed Ellis Village Center — approx. 1/4 mile southeast of Central Park

» Ellis Village Park — approx. 1/4 mile southeast of Central Park

» Ace Train Stop — approx. 11/2 miles southeast of ASP area

» Future Tracy Tracer stop — approx. 3/8 mile east of Valpico Road Entrance

» Sidewalks on both sides of all streets

» Multi-use paths that connect to off-site network

04 Infrastructure Funding and Phasing

4.1 Introduction

Certain public and capital facilities are required to support the development of the Avenues. Various items of off-site public utility infrastructure may need to be expanded, upgraded, or developed. All utilities need an extension of conveyance facilities to the Avenues site. Development also necessitates a complete road network within the Avenues to allow access to all parts of the neighborhood, as well as sidewalks, bike paths, and street features to ensure that the community retains a pedestrian-friendly quality. Beyond these basic needs, the project may also place demands on other public facilities. The Avenues will include internal public facilities such as a central park that will make the community distinctive and will ensure a high quality of community life as the Avenues develops. This section describes the funding alternatives and phasing for these facilities.

4.2 Public Facilities Funding Sources

All public infrastructure necessary for the development of the Avenues will be constructed through a combination of funding sources including, but not limited to, the following:

- Private capital from developer in the form of development impact fees and in-kind facilities development
- Bond proceeds
- Utility connection charges, and rates charged to end-users
- Assessments on the Avenues real property (including Community Facilities Districts) related to Avenues park and landscape maintenance, or facilities identified in the Specific Plan
- Credits and reimbursements related to oversizing, including public infrastructure improvements and facilities, etc.,
- Other partnerships with public and private entities
- Grants and/or other funding sources

To the extent that sufficient funding is not available from other sources, private capital from the developer will cover all infrastructure funding requirements.

The park and landscape systems will be incrementally implemented over time to match the needs of the growing community.

The project shall construct the park. Construction of the park will start no later than issuance of the 200th building permit, and the entirety of the park will be constructed at one time.

The ASP provides regulations on the character and amenities proposed for parks. As the park system is implemented, detailed designs will be developed for the construction of the park based on this specific plan.

4.3 Uses Of Public Facilities Funds

The public improvements and capital facilities that may be required and may be financed to support the development of the Avenues include:

- Water supply from the City for the project
- Project's share of the City's domestic John Jones Water Treatment Facility
- Domestic water conveyance (on-site and off-site)
- Project's share of expanding the City's existing Wastewater Treatment Facility
- Wastewater conveyance (on-site and off-site)
- Recycled water conveyance within the Avenues project
- Off-site stormwater detention facility
- Stormwater conveyance
- Dry utilities (on-site and off-site)
- Off-site road improvements
- On-site roads, sidewalks, and trails
- Monuments and the park
- Public area landscape and lighting

» Parks and signage
» Project's share of regional transportation facilities
» Project's share of school facilities
» Project's share of all public and public safety facilities
» Project's share of library facilities

4.4 Maintenance and Operations

The maintenance of the roads, parks, and other public amenities, detailed in the ASP will be funded through a combination of any and all of the following:

» Standard City maintenance responsibility
» Community Facilities District
» Payment by residents of the Avenues for City water and wastewater conveyance user fees
» Other utilities (such as electricity, natural gas, and telephone) and services (such as solid waste collection) will be maintained through fees and charges of the appropriate service providers.

The streetscape system, park system, and visual icons are integral components of the Avenues community character. To ensure the desired quality of the maintenance and management of the landscape and park system, a Community Facilities District (CFD) will be utilized. The Avenues will be annexed into the EPOA. The Avenues will participate in the ECFD to support EPOA maintenance. The EPOA will implement the maintenance of:

» Frontage along Valpico Road
» Interior streetscape system within the public right-of-way
» Special landscape feature areas
» Public art (if applicable)
» Signage elements in the public right-of-way which are non-regulatory
» Temporary rolling gates (Figure 3.47)

The project shall pay park impact fees pursuant Tracy Municipal Code and adopted City Council resolutions, and submit bonds with park improvement agreement. The park agreement will address park fee credits and/or reimbursements in compliance with City regulations. City will cooperate with the developer in timely review and approval of park improvement plans and park improvement agreement. With an approved park improvement agreement, the developer will not be required to pay park impact fees. The regular street tree pattern may be interrupted at parks to announce them as special features along the street, creating visual interest and variety.

The CFD will include a comprehensive identification of long-term replacement costs, escalation factors, and ultimate build-out of the total landscape system in determining the assessment fee. This anticipatory approach will ensure that appropriate maintenance levels are preserved.

The City and EPOA have or shall enter into a maintenance agreement to set forth and facilitate among other things the required maintenance obligations, standards for maintenance, and other associated obligations(s) as well as compliance with the Avenues operations and maintenance manual, to ensure the long-term maintenance of all public park and landscape areas, and other public improvements within the ECFD boundaries. The City shall maintain all parks and enhanced crosswalk paving; the EPOA shall maintain all other public landscaping. The City and Owner or EPOA may amend and make changes agreed upon to the maintenance agreement, maintenance responsibility, and the Avenues operations and maintenances manual upon mutual consent.

4.5 Fire Station Funding and Infrastructure Construction

Prior to the issuance of the first building permit within the project, the developer will pay to the City their full share of the Public Safety impact fees for the Avenues project. The first tentative map approved within the plan area shall also be conditioned to require the Subdivider to design, construct, and install the wastewater collection line from Corral Hollow Road and storm transmission lines under Valpico Road from Summit Drive to a Fire Station site location, consistent with the City's applicable Master Plans. The City shall request these improvements and costs in writing following submittal of the first tentative map, and include designated locations for these improvements, if the Master Plans have been updated to include these improvements, and costs. The improvements shall be installed as part of the first phase of project improvements, provided the location of the Fire Station site is identified within 30 days of submittal of the improvement plans and the City provides all easements, right of ways, encroachment permits,any other permits, or other approvals as needed for the improvements. The advanced Public Safety impact fees and the storm drainage, wastewater improvements shall be eligible for reimbursement and/or fee credits pursuant to applicable law once the improvement agreement(s) is effective. The City and Subdivider shall use best faith efforts to form a community facilities district for the Avenues to, among other things, fund an amount equal to the full build out amount of the Public Safety fee, and other impact fees for the Avenues project.

4.6 Implementation

Implementation of the Financing Plan may require the execution of several elements including, but not limited to, the following:

» Reimbursement and fee credit agreements
» Covenants, conditions, and restrictions
» Applications and grants for State and Federal funding
» Bond financing
» A Community Facilities District (CFD)
» Property Owners Association (POA)

05 Plan Review

5.1 Entitlement Process

This Specific Plan and accompanying approvals provide the basic authority of the development of residential units and neighborhood parks.

5.2 Subdivisions

All subdivisions maps shall be processed in accordance with State law, the Tracy Municipal Code, applicable City Standards, the Subdivision Map Act, and Applicable Law.

All streets, sidewalks, landscaping, and other public property improvements shall be consistent with regulations and guidelines of the ASP, Pattern Book (incorporated by reference), and Sign Program (incorporated by reference). All subdivision maps shall be processed in accordance with State law, the Tracy Municipal Code, applicable City Standards, the Subdivision Map Act, and Applicable Law. Each tentative map application shall demonstrate substantial compliance with the street sections, lot sizes, and other standards of the ASP, to the extent applicable on the tentative map. Prior to approval of each final map, the final map and associated improvement plans shall demonstrate substantial compliance with the street sections, ASP lot sizes, and any other applicable City Standards.

5.3 Development Review

Before a building permit may be obtained for any building or improvement within the Avenues plan area, the applicant must first obtain Development Review approval in accordance with the Tracy Municipal Code and Applicable Law. Improvements are subject to the regulations contained in the ASP and the design guidelines established in the Pattern Book.

The Entry Monument Building (Pump House) (Figure 3.35) shall be permitted as depicted in the Sign Program, without Development Review.

5.4 Tentative Map

A Tentative Subdivision Map shall be submitted to the Development Services Department in accordance with State Law, the Tracy Municipal Code, applicable City standards, and Subdivision Map Act and Applicable Law.

The submittal requirement of conceptual architectural elevations for vesting or non-vesting Tentative Subdivision Maps has been satisfied by the ASP, and Appendix A: Avenues Pattern Book. Review of the architectural elevations for specific development proposals will be addressed through the Development Review process.

The form and content of the Final Map shall conform to the requirements of the Tracy Municipal Code, State law, and Applicable Law.

5.5 Amendments to the ASP

Any proposed amendment to the ASP, Pattern Book, and/or Sign Program shall be processed in accordance with the applicable State Government Code sections, applicable Tracy Municipal Code sections for Specific Plan Amendments, and Applicable Law.

It is the intent of the ASP that the Avenues analyses and studies may serve, without further studies, as the documentation for the Specific Plan amendments, other than major amendments, as appropriate under the California Environmental Quality Act. Applications for Specific Plan amendments shall be made to the City in writing.

5.6 Specific Plan Compliance and Enforcement

The City is responsible for enforcing the provisions of the Tracy Municipal Code Title 10, Applicable Law, and the ASP. The regulatory elements of the ASP are enforceable pursuant to the enforcement requirements of the Tracy Municipal Code and Applicable Law.

Appendix A

TRACY | CALIFORNIA

AVENUES PATTERN BOOK

Guidelines for a New Neighborhood

MAY 2018

CONTENTS

SECTION 1 INTRODUCTION

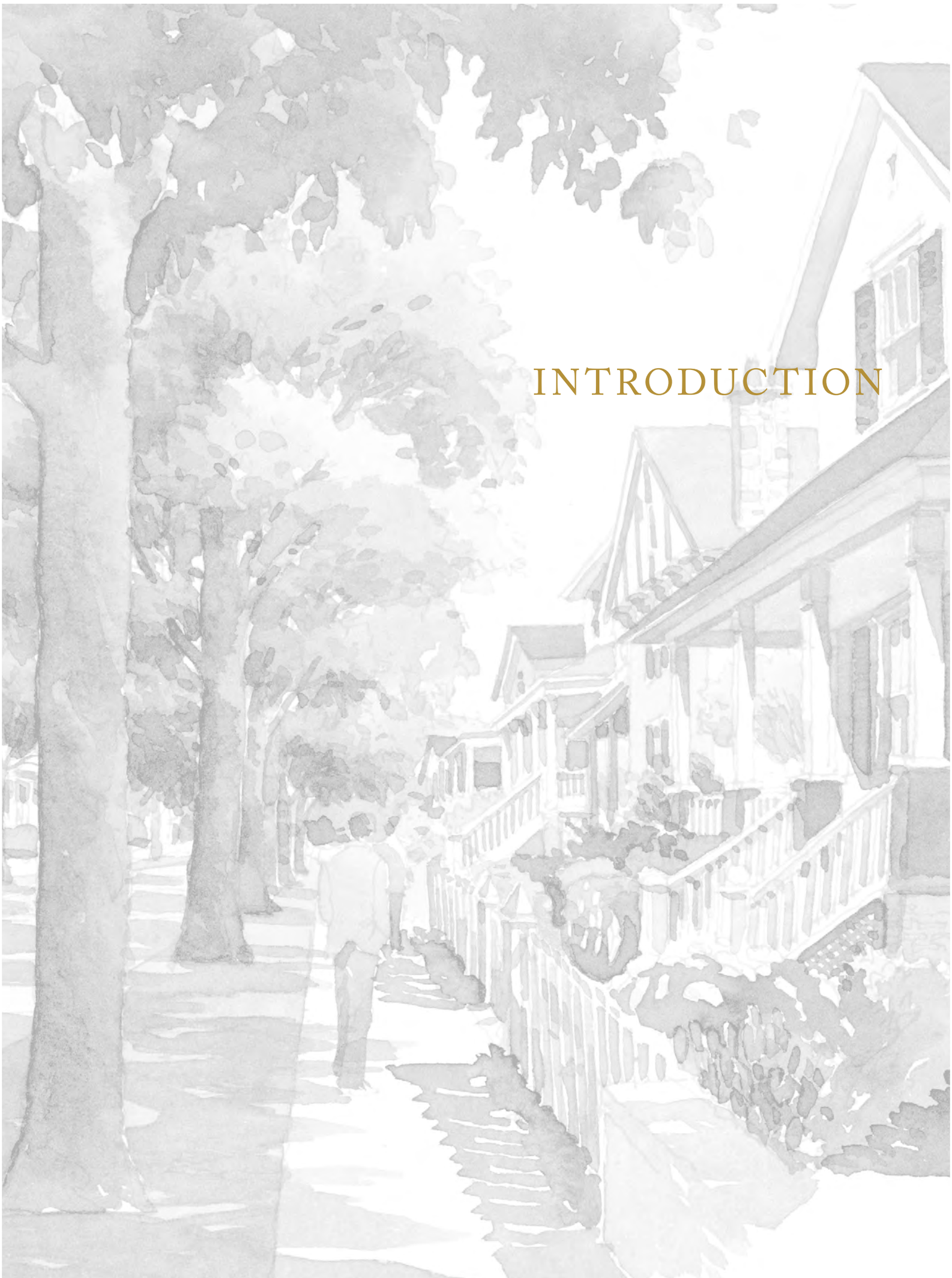
1|2 OVERVIEW
1|3 The Architectural Styles of Avenues
1|4 Avenues Houses

SECTION 2 DETACHED RESIDENTIAL

2|2 ARCHITECTURAL PATTERNS
2|4 Avenues Craftsman
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INTRODUCTION

OVERVIEW

Six architectural styles have been selected for Avenues residential development: Avenues Craftsman, Avenues Farmhouse Victorian, Avenues Revival, Avenues European Country, Avenues Mediterranean Revival, and Avenues Spanish Colonial. The Architectural Patterns sections provide information regarding each of these styles, including a description of the history and character of the particular style, a gallery of built examples, the style's basic massing and composition, as well as possibilities for designs using a standard palette of materials. This kit-of-parts approach provides architects, builders, and homebuyers with examples for designing and personalizing a new Avenues home.

The Avenues community will be an extension of the urban fabric of the City of Tracy.

This Pattern Book serves as the basis for Development Review and implementation. Amendments to the Pattern Book are subject to City Council approval.

THE ARCHITECTURAL STYLES OF AVENUES



Avenues Craftsman



Avenues Farmhouse Victorian



Avenues European Country



Avenues Revival



Avenues Mediterranean Revival



Avenues Spanish Colonial

AVENUES HOUSES

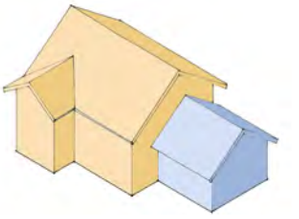
In traditional neighborhoods, the front portion of the house is the most dominant feature and must be responsive to adjacent houses and the overall character of the neighborhood. The landscaping of the front yard, setbacks from the street, size and placement of the house on the lot, and the front porch are all shared elements that form 'the streetscape'.

Dwellings and garages shall be representative of the architectural styles described in this Pattern Book. The architectural style shall be clearly identified on all sides of the building, including the roof, consistent with the City of Tracy Design Goals and Standards.

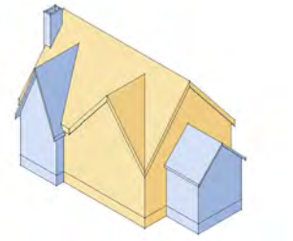
Enhanced architectural emphasis should be applied to facades facing streets. For example, stronger adherence to the architectural style, including: building relief, roof line variation, gables, window trims, ornamental accents, and materials.

All material transition points should carry around corners to an architectural stopping point, such as a pop-out or recess in the building.

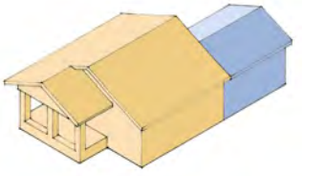
In no case shall the Avenues Pattern Book be less restrictive than the City of Tracy Design Goals and Standards, including the variety of floor plans requirement.



Gable-L house



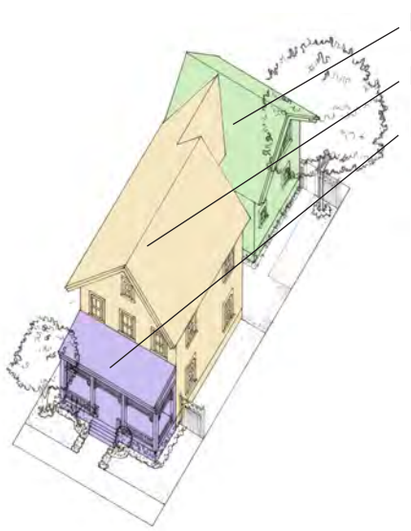
Side gable house with dominant cross gable



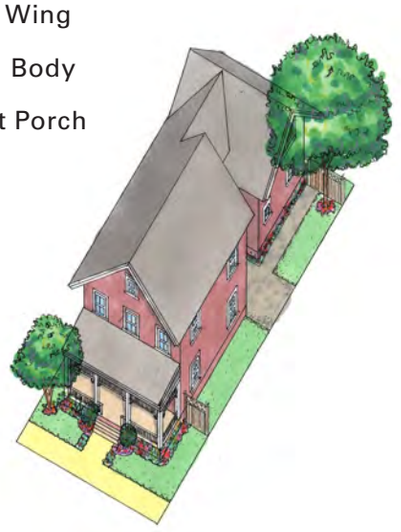
Front gable house



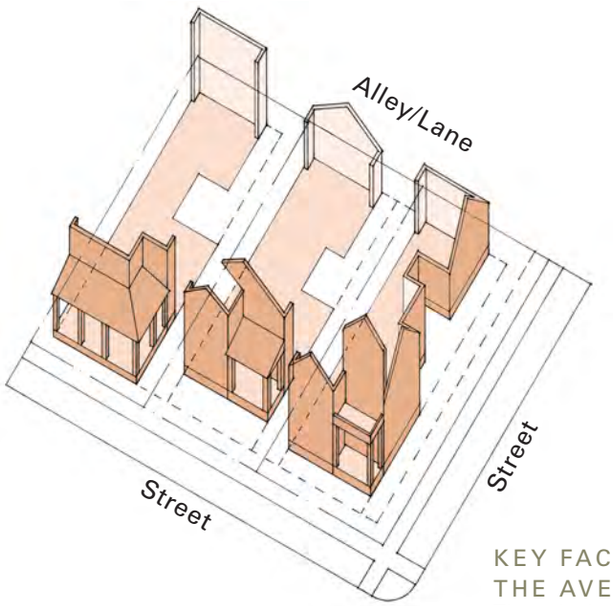
Illustrative view of an Avenues residential street



THE AVENUES HOUSE
Simple, dignified massing with porch and rear wing added



ELEMENTS OF THE AVENUES HOUSE
The Main Body is the largest and most visible element with the most specific design requirements. Side or rear wings, porches, and architectural elements, provide a menu of additional massing options for the homebuilder.



KEY FACADES OF THE AVENUES HOUSE
The principal elevations of the Avenues house are facades facing streets, alleys/lanes, and public spaces

PRINCIPAL ELEMENTS

Avenues houses include the following principal elements:

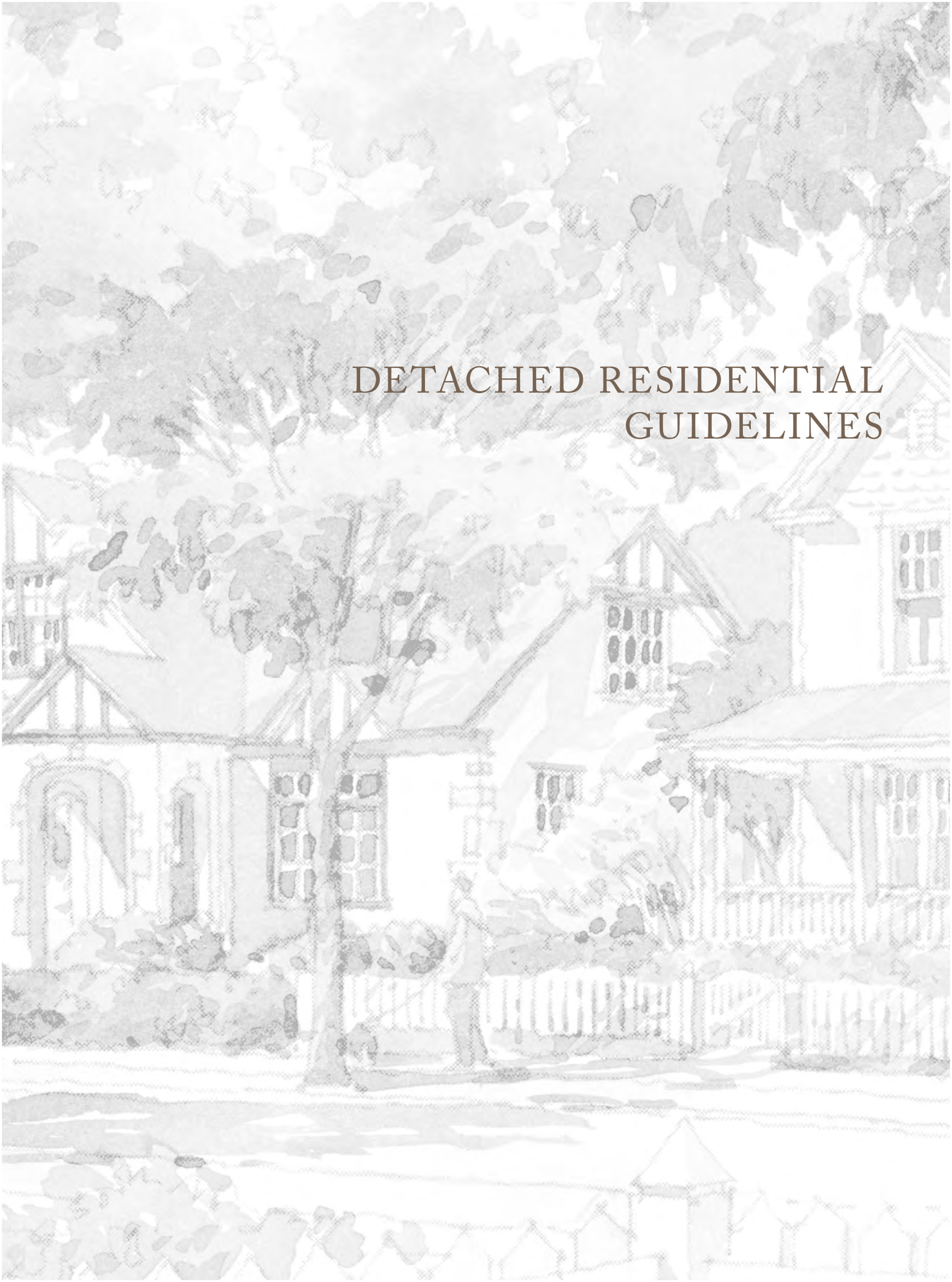
The **Main Body** of the house, which is the principal mass and includes the front door.

Side and Rear Wings, which are one or two stories high and connected to the Main Body. These optional additions are smaller than the Main Body and are set back from the front facade.

Front and Side Porches create exterior amenity space. Possibilities include full-facade front porches, wraparound porches, porticos, and side porches. Some architectural styles also have inset porches.

Note: Side Wings, Rear Wings, and Porches are part of a menu of options. These element as illustrated in the Pattern Book are suggestions, not required as shown. However, simple box dwellings are not permitted.





DETACHED RESIDENTIAL GUIDELINES

ARCHITECTURAL PATTERNS

The Architectural Patterns Section for Detached Residential units illustrates key elements and design strategies for the six permitted traditional styles for Avenues residential architecture. This section provides detailed guidelines for designing within the prescribed styles while creating well-defined variations among houses and buildings. The approach used is not intended to be a comprehensive catalog of all possibilities, but rather to serve as a guide to the key components within a particular style while providing a consistent quality of character and detail.

Variations or other alternative combinations of components may be acceptable so long as they generally conform to the particular style. The goal is to design within specific families of styles that are appropriate to the Avenues context, not to design historic reproductions.

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AVENUES CRAFTSMAN

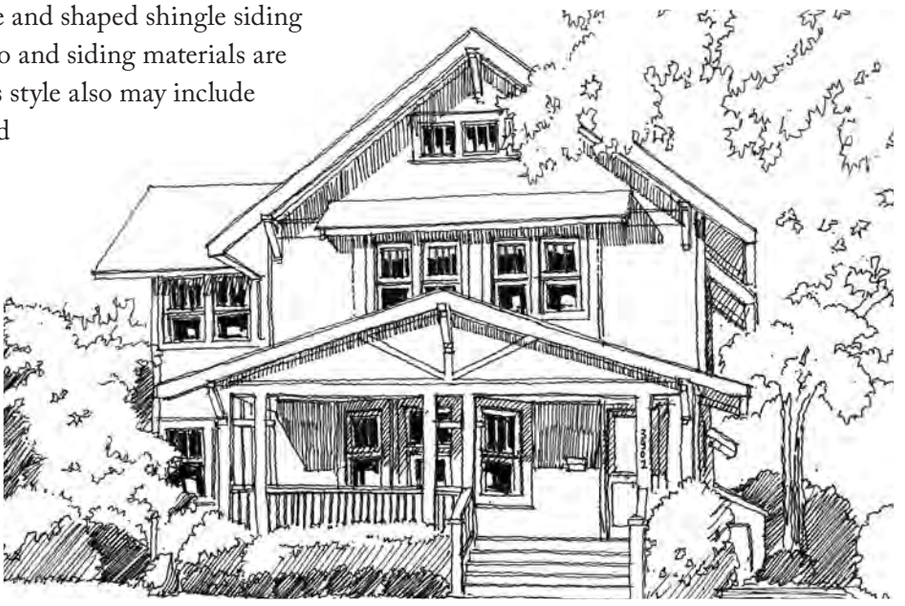
Avenues Craftsman houses are derived from the unique qualities of the Craftsman tradition found throughout northern California and San Joaquin County. Many regional builders constructed houses influenced by the Arts & Crafts movement. California versions are characterized by exposed or expressive structural elements such as rafters, columns, beams, lintels, and porch elements. House exteriors were clapboard or shingle siding mixed with stone and brick or stucco accents and were painted in robust color palettes. The California Craftsman house, which emerged in the beginning of the twentieth century, was influenced by both the Arts & Crafts movement and Japanese architecture.

For houses in Avenues, the emphasis in this style is on simple, structural expression of porch and eave elements using a vocabulary of architectural elements including the Prairie, Japanese, and Swiss styles, as well as influences from the Arts & Crafts movement. Forms are simple and reflect dimensioned lumber elements. Windows in this style tend to be vertical in proportion and are typically ganged or paired. Exposed eave brackets on roofs and porches contribute to this image and detail.

Horizontal siding, square and shaped shingle siding patterns, and a mix of stucco and siding materials are key cladding elements. This style also may include unpainted metal roofing and shingled roofs.

COMMON ELEMENTS OF THE AVENUES CRAFTSMAN

- Pitched roofs with deep overhangs.
- Deep, broad porch elements with expressive structural components.
- Exposed structural elements in the eaves such as rafters and brackets.
- A combination of materials such as stucco, shingles, and siding.
- Asymmetrical window and door compositions.



GALLERY OF EXAMPLES







Photo Credit: Design Lens













MASSING AND COMPOSITION

A TWO-STORY HIP

Hipped rectangular volume. Hip roof pitch is typically 3 to 7 in 12. Hipped front porches are common and have a shallower roof pitch. Porches may be either additive or a single integral bay.

B ONE-AND-ONE-HALF-STORY SIDE GABLE

Square volume with a 3 to 5 in 12 side gabled roof. Integral front porch that ranges from half to the full length of the front facade. Symmetrically placed gabled or shed dormers with 4 in 12 roof pitch.

C TWO-STORY GABLE L

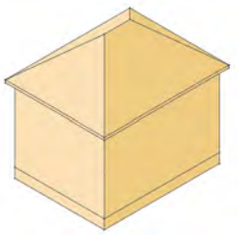
Cross-gabled volume with a 3 to 4 in 12 gable facing the street. Often an in-line gabled porch or wing is added to the front left of the L. Porches may also be located between the legs of the L.

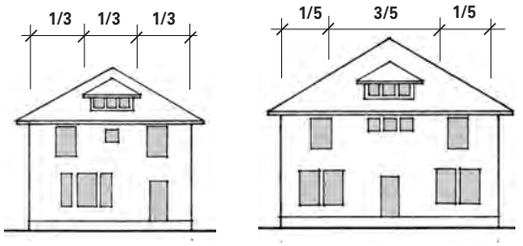
D ONE-AND-ONE-HALF-STORY FRONT GABLE WITH ADD-ON

Rectangular volume with a 3 to 5 in 12 roof pitch and gable facing the street. Asymmetrically placed gable and front porch is common.

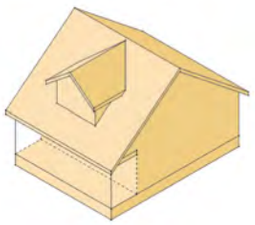
Note: In general, main roof pitches are 4 to 5 in 12 and secondary roof pitches are 3 to 5 in 12.

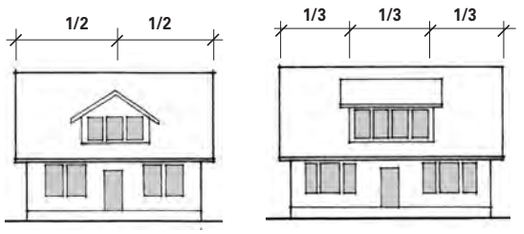
A TWO-STORY HIP



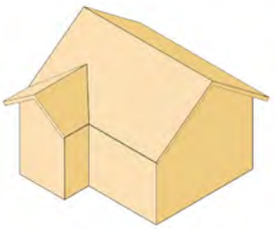


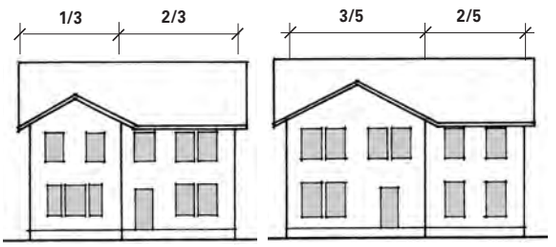
B ONE-AND-ONE-HALF-STORY SIDE GABLE



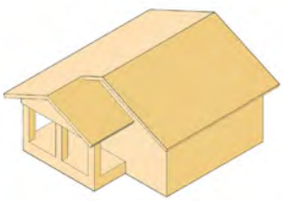


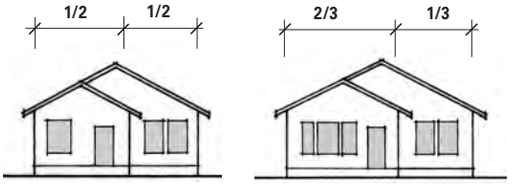
C TWO-STORY GABLE L

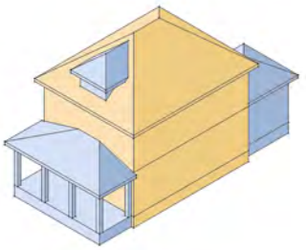




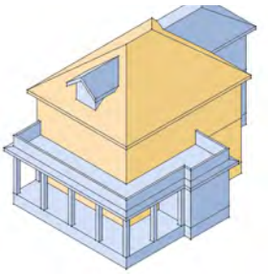
D ONE- AND-ONE-HALF-STORY FRONT GABLE WITH ADD-ON





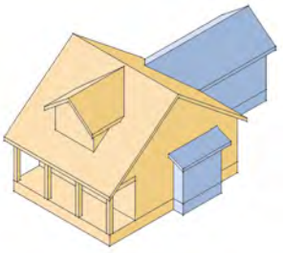


A1 Hipped roof with add-on porch, a rear wing and a street-facing dormer

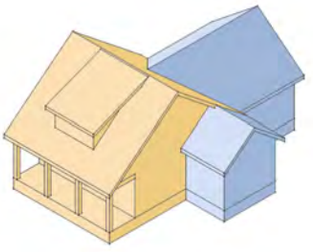


A2 Hipped roof with wraparound porch, a rear wing and a street-facing dormer



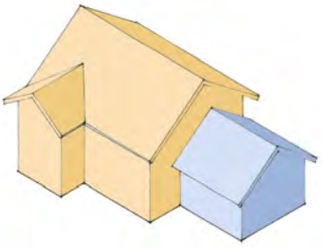


B1 Side gable with an integral porch, a rear wing and side bay window

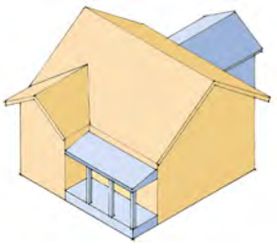


B2 Side gable with an integral porch, a rear wing and a side wing



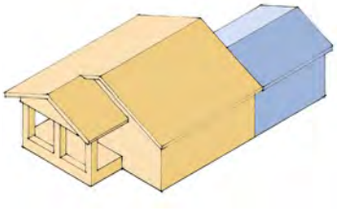


C1 Side gable L with side wing

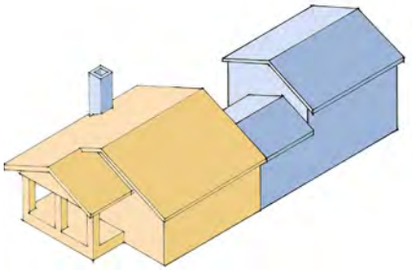


C2 Side gable with add-on porch and rear wing





D1 Front gable and add-on massing with rear wing



D2 Front gable and add-on massing with one-story connection to two-story carriage unit



POSSIBILITIES

PRECEDENTS

TWO-STORY HIP







ONE-AND-ONE-HALF-STORY SIDE GABLE







TWO-STORY GABLE L







ONE-AND-ONE-HALF-STORY FRONT GABLE WITH ADD-ON







MATERIALS

SIDING/CLADDING

» Wood shingle; fiber-cement clapboard, composite and/or stucco

» Lace finish not permitted

ROOFING

» Composition shingles, flat concrete tile, standing seam, or 5v crimp metal

WINDOWS

» Single- or double-hung

» Fixed accent windows (limited)

» Energy-efficient wood, PVC-clad, cellular PVC, aluminum-clad, aluminum, or vinyl

» Traditional-looking profiles

TRIM

» Stucco, wood, composition board, cellular PVC, polyurethane, or fiber cement

COLUMNS/BRACKETS

» Wood or composite

RAILINGS

» Wood or composite top and bottom rails with square balusters

» Solid railings of wood, fiber cement, cut shingle siding or manufactured stone veneer

SOFFITS AND PORCH CEILING

» Exposed rafters at soffits with starter board or v-groove sheathing

» T&G wood, beaded plywood, exterior-grade plywood, or stucco porch ceiling

GUTTERS

» Ogee or half-round primed or prefinished metal

» PVC is acceptable in a color that matches the trim

» Fascia gutter permitted

DOWNSPOUTS

» Rectangular or round

» Primed or prefinished metal

» PVC is permitted in a color that matches the trim or the stucco cladding

SHUTTERS

Not applicable

CHIMNEYS

» Stucco, brick, or manufactured stone veneer

» Siding to match structure

FRONT YARD FENCES

» Wood, stone, or masonry with stucco finish

» Vinyl picket permitted

» Wrought iron or equivalent

REAR YARD FENCES

» Cedar, redwood, or masonry with stucco finish (if applicable)

» Vinyl and pressure treated wood are permitted

COLORS

Colors to be selected from the approved Ellis Color Palette. The Ellis Color Palette includes a minimum of three colors for each house: main body, trim, and accent.

AVENUES
FARMHOUSE VICTORIAN

The Avenues Farmhouse Victorian style builds on the early Carpenter Gothic cottages built in the western region of the United States from early pattern books. While the Victorian style became fashionable in the 1800s in the Bay Area, its popularity grew and spread outward from San Francisco. Style books published by Andrew Jackson Downing were the source of many early examples. Publications such as *The Horticulturist* influenced the preferences of the public and provided an especially dramatic contrast to the inherited Spanish and adobe building types prevalent at the time. Many early religious camp settlements adopted the style with more and more exotic variations that included Eastlake, Queen Anne, and Italianate detailing.

The Farmhouse Victorian style is centered on simple, elegant forms to create more informal houses on small lots. This style has expressive porch elements, decorative trim elements, and vertical windows and doors.

COMMON ELEMENTS OF AVENUES FARMHOUSE VICTORIAN

- Moderate to steeply pitched, front-facing gable roofs.
- Cut wood ornament, often with natural forms such as leaves and vines.
- Clapboard or cut shingle siding.
- Vertical proportions for windows and doors.
- Box bay and cutaway bay windows.
- Expressive porch elements



GALLERY OF EXAMPLES



Photo Credit: Design Lens





Photo Credit: Design Lens



Photo Credit: Design Lens







Photo Credit: Design Lens



Photo Credit: Design Lens

MASSING AND COMPOSITION

A TWO-STORY SIDE GABLE

Side-gabled rectangular volume, often with a steeply-pitched, gabled dormer flush to the front facade. Front gable roof pitch is typically 3 to 12 in 12, and the side gable is less steeply pitched, typically 4 to 10 in 12. One- or two-story front porches often extend across the full front of the house.

B ONE-AND-ONE-HALF-STORY HIP L

One-and-one-half-story hipped volume with a one-story front or hipped gable extending beyond the main body. Roof pitches are typically 3 to 12 in 12. One-story integral or shed porches are most common.

C TWO-STORY HIP L

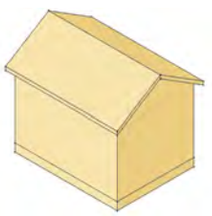
Two-story rectangular volume with hipped roof and a front gable which can extend beyond the front facade of the main body a maximum of 3 feet. Roof pitch is typically 3 to 12 in 12. A one- or two-story front wraparound porch with shed roof is common.

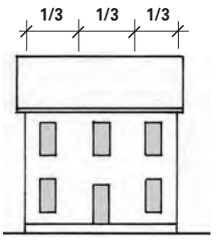
D GABLE L

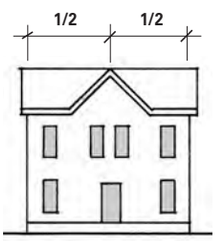
Cross-gabled volume with a 3 to 12 in 12 gable facing the street. Cross-gable is typically equal or steeper than the roof of the primary mass and no wider than half that of the main body. This massing often has a gable porch emphasizing the entrance.

Note: In general, main roof pitches are 5 to 8 in 12 and secondary roof pitches are 3 to 9 in 12.

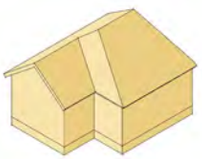
A TWO-STORY SIDE GABLE



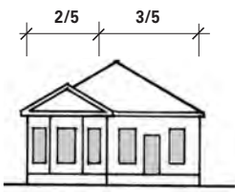




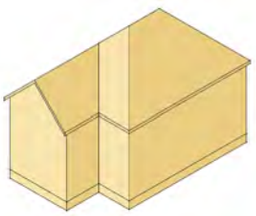
B ONE-AND-ONE-HALF-STORY HIP L

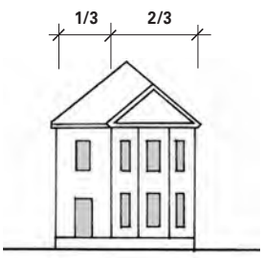


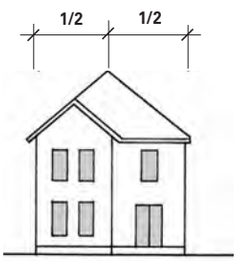




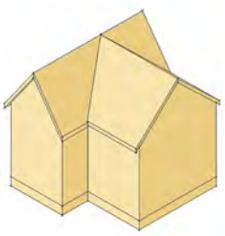
C TWO-STORY HIP L

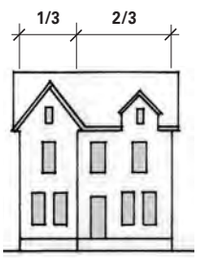


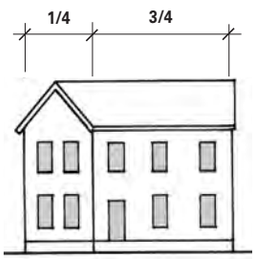


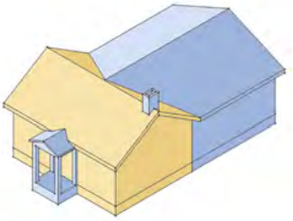


D GABLE L

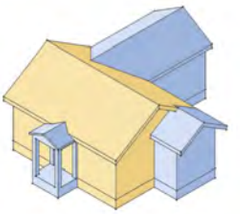








A1 Broad front with large rear wing, a chimney centered on gable ridge and a centered entry porch

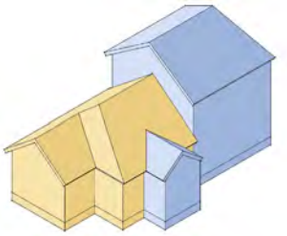


A2 Broad front with rear wing, a side wing and a centered entry porch



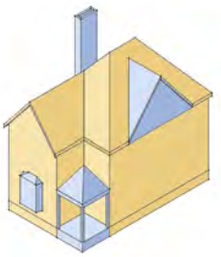


B1 One-story hip L with street-facing bay window and hipped-roof entry porch

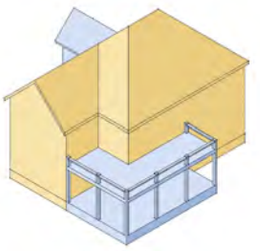


B2 One-story hip L with a side wing and two-story rear wing



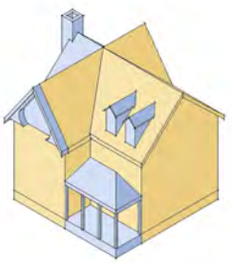


C1 Two-story hip L with side-facing gable dormer, a street-facing bay window, a chimney, and a hipped-roof entry porch

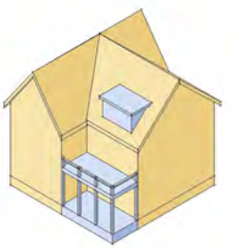


C2 Two-story hip L with a two-story wraparound porch, and a side wing





D1 Gable L with continuous cross gable and chimney, double street-facing dormers, hipped-roof entry porch, and glazing with street-facing projecting gable



D2 Gable L with continuous shed dormer and flat-roof entry porch



POSSIBILITIES

PRECEDENTS

TWO-STORY SIDE GABLE







ONE-AND-ONE-HALF-STORY HIP L







TWO-STORY HIP L





Photo Credit: Design Lens



GABLE L







MATERIALS

SIDING/CLADDING

» Board and batten, wood, or fiber-cement clapboard

ROOFING

» Composite shingles

» Flat concrete tile

WINDOWS

» Single- or double-hung

» Energy-efficient wood, PVC-clad, cellular PVC, aluminum-clad, aluminum or vinyl

» Traditional wood profiles

TRIM

» Wood, composition board, cellular PVC, or polyurethane

COLUMNS

» Turned or built-up wood, or composite

RAILINGS

» Wood or composite top and bottom rails with straight, turned, or scroll cut balusters

SOFFITS AND PORCH CEILING

» Fiber-cement board, stucco, T&G wood, beaded plywood, or exterior-grade plywood

GUTTERS

» Half-round primed or prefinished metal

» PVC is acceptable in a color that matches the trim

» Fascia gutter permitted

DOWNSPOUTS

» Round

» Primed or prefinished metal

» PVC is permitted in a color that matches the trim

SHUTTERS

» Raised or flat paneled

» Louvered or plank

» Wood or composite material, or colored vinyl

» Hinges, shutter dogs, and latches are encouraged

CHIMNEYS

» Manufactured stone or brick veneer or siding to match house

FRONT YARD FENCES

» Wood picket, prefinished metal, or stone

» Vinyl picket permitted

REAR YARD FENCES

» Cedar or redwood, or masonry with stucco finish

» Vinyl and pressure-treated wood are permitted

COLORS

Colors to be selected from the approved Ellis Color Palette. The Ellis Color Palette includes a minimum of three colors for each house: main body, trim, and accent.

AVENUES REVIVAL

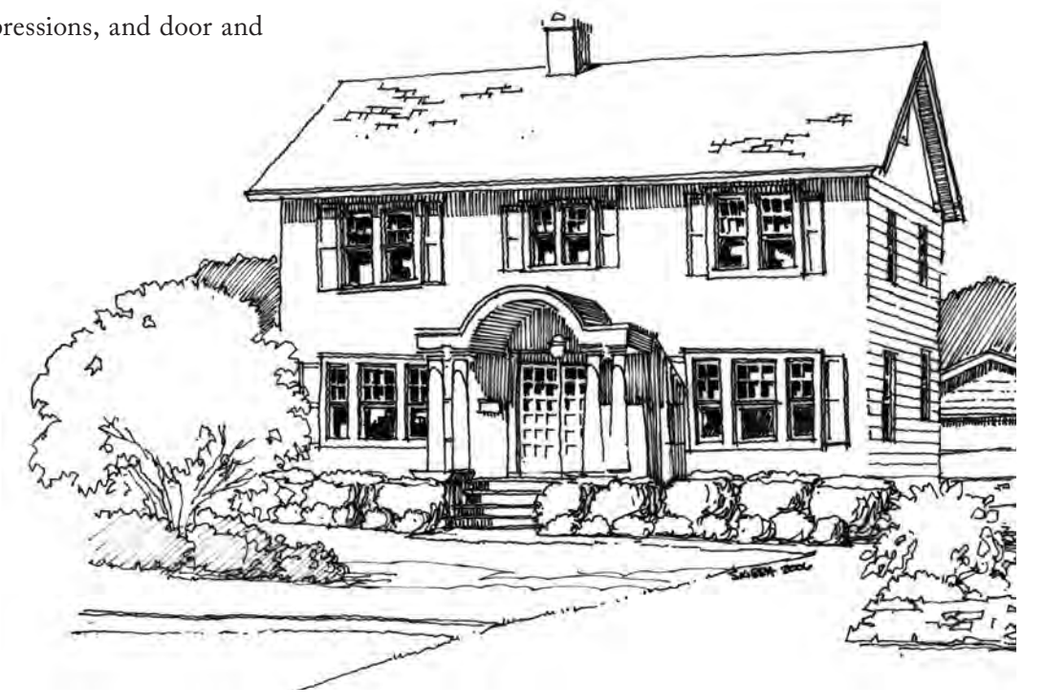
The Avenues Revival style is based upon Colonial Revival styles that were prevalent throughout the country in the early 1900s. The Colonial Revival style is evident in many California towns and cities. Interesting examples of this style can be found in the Central Valley area including regional precedents in places like Stockton, Concord, Antioch, and Livermore.

The Colonial Revival style is based on Classical style design principles followed during the colonial period in this country. The interpretations, however, often reflect regional adaptations. The California examples include many houses with full front porches as well as Dutch Colonial renditions.

The houses are composed of simple forms with well-proportioned windows and door surrounds. These are often more horizontal in appearance with special windows appearing in the center of the house over the front door. Stockton area Colonial Revival houses typically emphasize the horizontal proportions with square, robust columns, wide corner boards, pilaster expressions, and door and window trim.

COMMON ELEMENTS OF AVENUES REVIVAL

- Simple, straightforward volumes with projecting wings and porches added to make more complex shapes.
- An orderly, symmetrical relationship between windows, doors, and building mass.
- Simplified versions of Classical style details and columns, occasionally with Classical orders used at the entry.
- Multi-pane window appearance with six-pane patterns.
- Strong horizontal lines emphasized by broad eaves and wide trim.



GALLERY OF EXAMPLES













MASSING AND COMPOSITION

A ONE-AND-ONE-HALF-STORY SIDE GABLE AND HIP

Side-gabled or hipped rectangular volume. Hip roof pitch is typically 4 to 10 in 12. Dormer windows and shed roofs are often present in the roof form. Porches are additive structures that may cover all or part of the front facade.

B TWO-STORY HIP

Hipped rectangular volume. Hip roof pitch is typically 4 to 10 in 12. One-story hipped front porches are common and have a shallower roof pitch. Porches vary between covering the full facade and defining the central portico.

C TWO-STORY FRONT GABLE

Front-gabled rectangular volume. Gable roof pitches range from 4 to 10 in 12. As with other massing, stoops and hipped front porches are common. Porches are most often one-story. Integral two-story porches are reserved for front-gabled houses no greater than 30 feet wide.

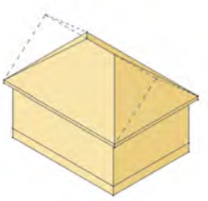
D ONE-AND-ONE-HALF-STORY GAMBREL

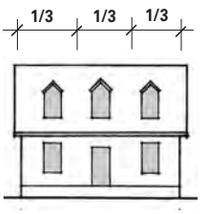
(Not required, but possible accent articulation)

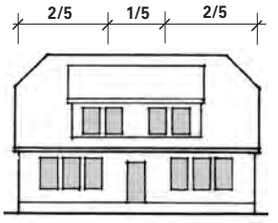
Rectangular volume with a gambrel roof parallel to the street. Roof pitch is nearly vertical on the lower slope and 4 to 6 in 12 at the top. One-story temple front porches centered on the facade extending one-third to one-fourth of the front are typical. Shed roofs are present in the bottom portion of the gambrel roof and dormer windows are also common.

Note: In general, main and secondary roof pitches are 4 to 10 in 12.

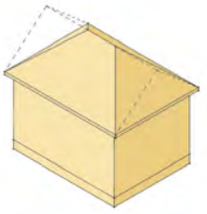
A ONE-AND-ONE-HALF-STORY SIDE GABLE AND HIP

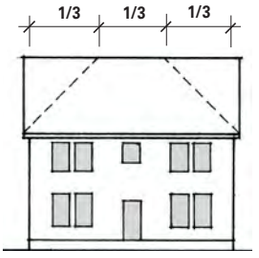


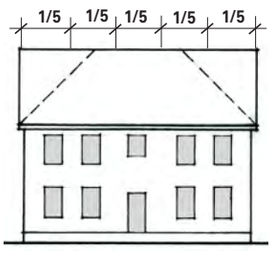




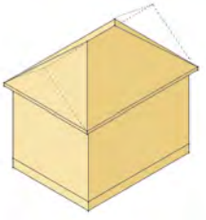
B TWO-STORY HIP

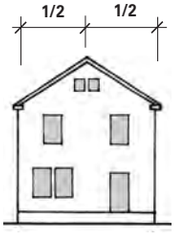


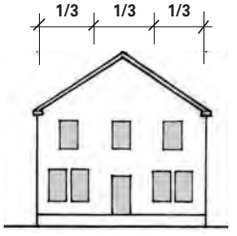




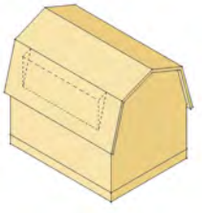
C TWO-STORY FRONT GABLE

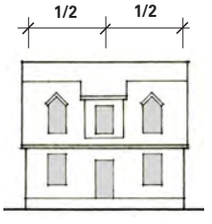


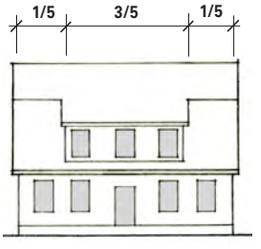


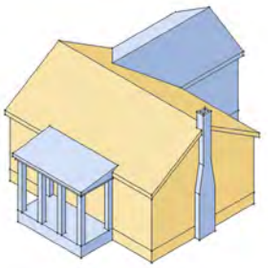


D ONE-AND-ONE-HALF-STORY GAMBREL

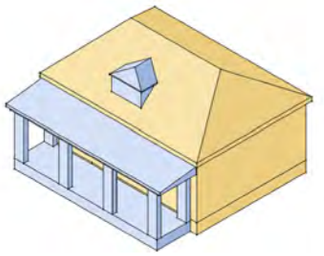






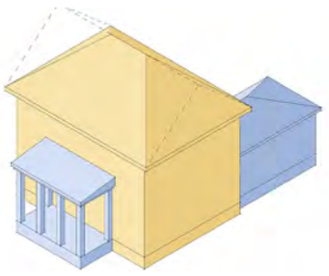


A1 Broad front with add-on porch, a rear wing, and a fireplace

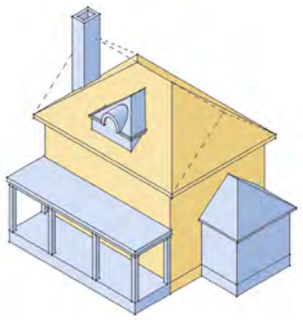


A2 Broad front hipped roof with add-on full front porch and dormer window



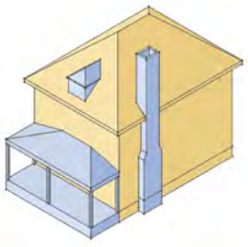


B1 Broad front hipped roof with add-on central porch and hipped rear wing

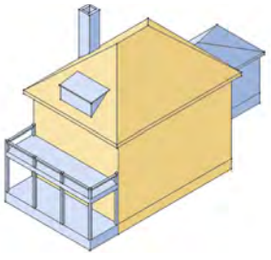


B2 Broad front hipped roof with add-on full front porch, a side wing, a central hipped dormer, and a fireplace



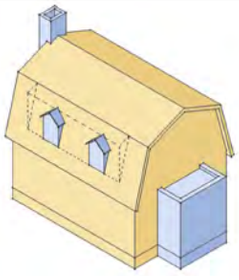


C1 Narrow front hipped roof with add-on full front porch, a central dormer, and a fireplace

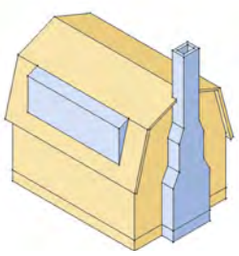


C2 Narrow front hipped roof with add-on full front porch, a central shed dormer, a rear wing, and a fireplace





D1 Broad front gambrel with dormers, a roofed side wing, and a fireplace



D2 Broad front gambrel with a broad shed dormer and a prominent fireplace



POSSIBILITIES

PRECEDENTS

ONE-AND-ONE-HALF-STORY SIDE GABLE AND HIP







TWO-STORY HIP







TWO-STORY FRONT GABLE







ONE-AND-ONE-HALF-STORY GAMBREL







MATERIALS

SIDING/CLADDING

- Fiber-cement clapboard or stucco
- Lace finish not permitted

ROOFING

- Composition shingles or concrete tile with flat profile

WINDOWS

- Single- or double-hung and casement
- Energy-efficient wood, PVC-clad, cellular PVC, aluminum-clad, aluminum or vinyl
- Traditional wood profiles

TRIM

- Stucco, wood, composition board, cellular PVC, polyurethane, or fiber cement

COLUMNS

- Wood, or composite with Classical entasis and proportions
- Use Tuscan, Doric, or Ionic orders

RAILINGS

- Wood or composite top and bottom rails with square balusters

SOFFITS AND PORCH CEILING

- Fiber-cement board, stucco, T&G wood, beaded plywood, exterior-grade plywood, or stucco

GUTTERS

- Ogee or half-round
- Primed or prefinished metal
- PVC is acceptable in a color that matches trim
- Fascia gutter permitted

DOWNSPOUTS

- Rectangular or round
- Primed or prefinished metal
- PVC is permitted in a color that matches trim or stucco cladding

SHUTTERS

- Raised or flat paneled
- Louvered or plank
- Wood or composite materials, or colored vinyl
- Hinges, shutter dogs, and latches are encouraged

CHIMNEYS

- Stucco, brick, or manufactured stone veneer
- Siding to match house

FRONT YARD FENCES

- Painted wood, prefinished metal, stone, masonry, or stucco finish (if applicable)
- Vinyl picket also permitted

REAR YARD FENCES

- Cedar or redwood, or masonry with stucco finish
- Vinyl and pressure-treated wood are permitted

COLORS

Colors to be selected from the approved Ellis Color Palette. The Ellis Color Palette includes a minimum of three colors for each house: main body, trim, and accent.

AVENUES
EUROPEAN COUNTRY

The Avenues European Country Style is based on the early twentieth century interpretations of English architecture by American architects and builders. The source for design comes from Medieval English cottages, manor houses, and rural village vernacular houses. The American interpretations include houses with simple volumes often with front-facing gables. Dormers — gable, hip, and shed — are a dominant feature of the style. In California, the principal material for the exterior cladding is stucco. There is often a mix of exterior materials including stone, stucco or brick. Half-timbering and horizontal siding are often used as infill in gables.

Chimneys typically act as principal forms for the massing of the house. These are usually very massive, often with stucco finish, simple detailing and chimney pots. Windows are typically casements, vertical in proportion and arranged in groups of from two to five. There are relatively few windows in the facade; the dominant form is one of a solid mass with small openings.

COMMON ELEMENTS OF AVENUES EUROPEAN COUNTRY

- Seemingly random window and door locations.
- Vertical windows in groupings.
- Broad expanses of wall with few door and window penetrations.
- Roof lines extending below windows at second floor, and to top of window at first floor.
- Simple detailing and shallow overhangs.



GALLERY OF EXAMPLES

















Photo Credit: Design Lens

MASSING AND COMPOSITION

A TWO-STORY BASIC

Rectangular two-story volume with an 4 to 10 in 12 roof pitch. Cross gable entry piece in 3 to 16 in 12. Only one cross gable permitted, often expressed in plan.

B TWO-STORY ASYMMETRICAL GABLE-FRONT L

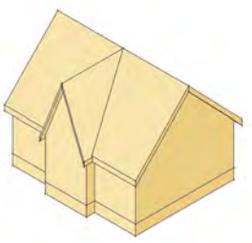
Rectangular two-story volume with a main body roof of 4 to 12 in 12 with either a gable or a hipped roof. Cross-gable volume with a 3 to 16 in 12 roof. Cross gable is asymmetrical and contains an inset entry porch. At times, the roof may transition to a shallower pitch over the entry porch.

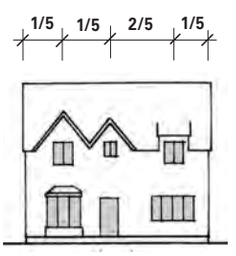
C SIDE GABLE WITH DOMINANT CROSS-GABLE

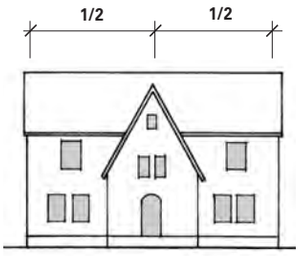
Rectangular two-story volume with a 4 to 10 in 12 roof pitch. One dominant cross gable organizes composition with a 3 to 16 in 12 pitch. Secondary and tertiary gables in the primary roof mass, or as dormers, are common. Element roof may be gable, hip, or partial hip. Front entry is often inset into building mass.

Note: In general, main roof pitches are 5 to 9 in 12 and secondary roof pitches are 3 to 9 in 12.

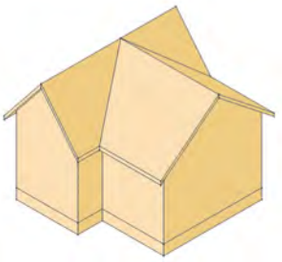
A TWO-STORY BASIC

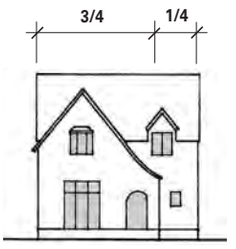


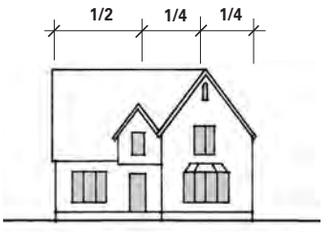




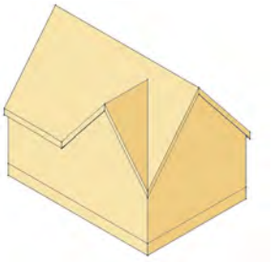
B TWO-STORY ASYMMETRICAL GABLE-FRONT L

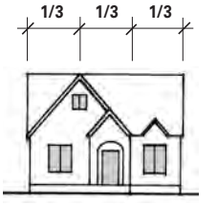


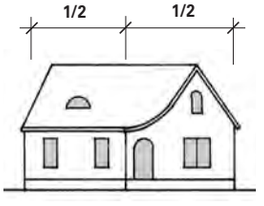


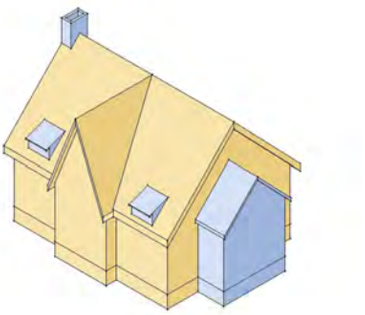


C SIDE GABLE WITH DOMINANT CROSS-GABLE

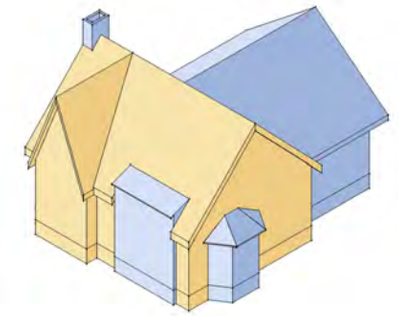






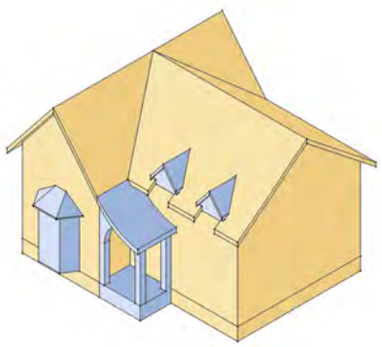


A1 Side gable with symmetrically placed dormers, a chimney centered on the gable ridge and a side wing

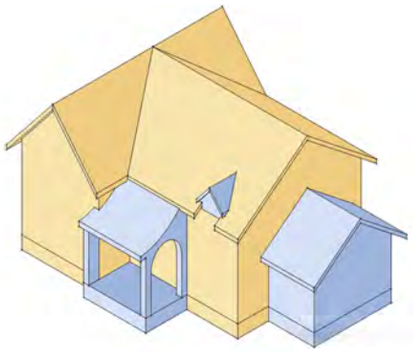


A2 Side gable with off-center cross gable, street-facing dormer, a chimney centered on the gable ridge, a side bay window, and rear wing



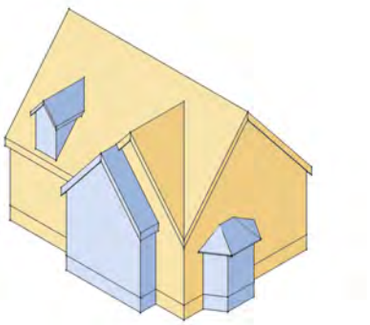


B1 Side gable L with street-facing bay window, street-facing dormers and inset entry porch

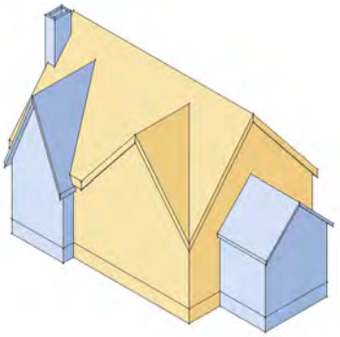


B2 Side gable L with street-facing dormer, a side wing and entry porch





C1 Side gable with nested street-facing gable, a street-facing dormer and side bay window



C2 Side gable with multiple street-facing gables, a chimney placed off-center of gable and a side wing



POSSIBILITIES

PRECEDENTS

TWO-STORY BASIC







TWO-STORY ASYMMETRICAL GABLE-FRONT L







SIDE GABLE WITH DOMINANT CROSS-GABLE







MATERIALS

SIDING/CLADDING

» Fiber-cement clapboard or stucco
» Half-timbering for second-story accents

ROOFING

» Composition shingles, concrete tile with flat profile, or manufactured slate

WINDOWS

» Single- or double-hung and casement
» Energy-efficient wood, PVC-clad, cellular PVC, aluminum-clad, aluminum or vinyl
» Traditional wood profiles

TRIM

» Stucco, wood, composition board, cellular PVC, cast stone, polyurethane, or fiber cement

COLUMNS

» Wood or composite

RAILINGS

» Ornamental metal preferred
» Wood or composite top and bottom rails with square balusters

SOFFITS AND PORCH CEILING

» Fiber-cement board, stucco, T&G wood, beaded plywood, exterior-grade plywood, or stucco

GUTTERS

» Ogee or half-round
» Primed or prefinished metal
» PVC is acceptable in a color that matches trim
» Fascia gutter permitted

DOWNSPOUTS

» Rectangular or round
» Primed or prefinished metal
» PVC is permitted in a color that matches trim or stucco cladding

SHUTTERS

» Raised or flat paneled
» Louvered or plank
» Wood or composite materials, or colored vinyl
» Hinges, shutter dogs, and latches are encouraged

CHIMNEYS

» Stucco, brick, or manufactured stone veneer
» Siding to match house

FRONT YARD FENCES

» Painted wood, prefinished metal, stone, masonry, or stucco finish

REAR YARD FENCES

» Cedar or redwood, or masonry with stucco finish
» Vinyl and pressure-treated wood are permitted

COLORS

Colors to be selected from the approved Ellis Color Palette. The Ellis Color Palette includes a minimum of three colors for each house: main body, trim, and accent.

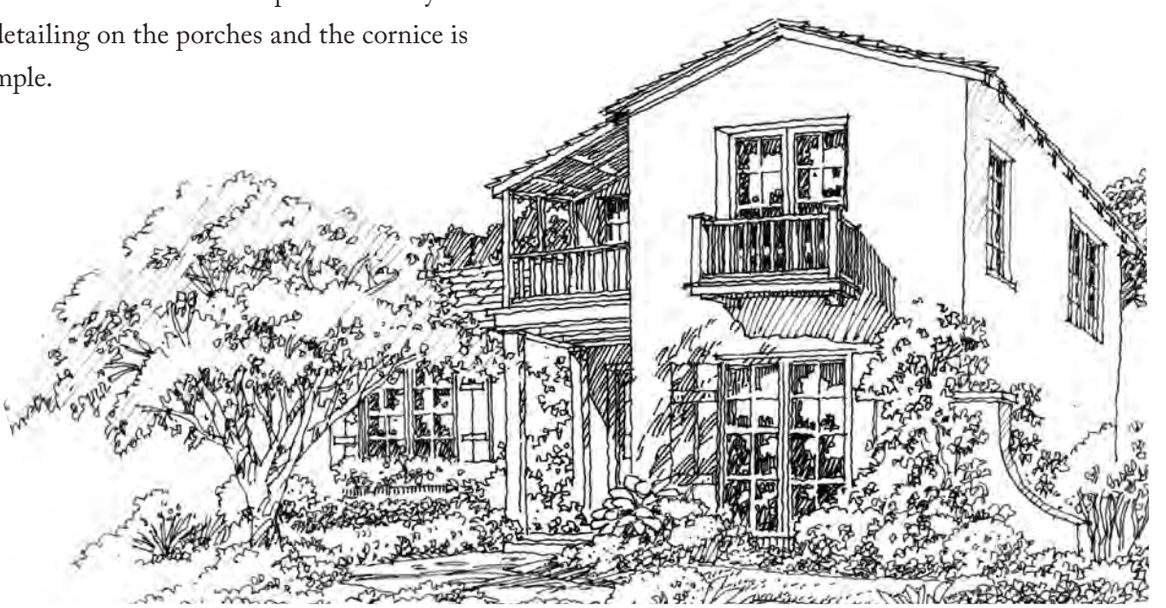
AVENUES MEDITERRANEAN REVIVAL

The Mediterranean Revival style draws on the distinctive architectural character of the Monterey Peninsula as influenced by the popular California Spanish Colonial style. The style dates back to the early nineteenth century. The first revival started around 1925 amidst a very popular renaissance of Spanish architectural forms throughout the region. The Mediterranean style emerged from Spanish adobe precedents that date between 1815 and 1860. This style combines traditional adobe construction, local to this region, with Spanish Colonial influences. The result is a distinctive architectural vocabulary, characterized by simple forms with wooden decorative details. These houses used Colonial window and door detailing borrowed from New England carpentry techniques and added a rustic timber porch with exposed rafters and joists. The roofs had a very shallow pitch, either gabled or hipped, and were covered with clay tiles or cut wooden shingles.

The signature balcony on the front of the house was a prelude to the porch that often surrounded or defined a private courtyard in the back of the house. The detailing on the porches and the cornice is extremely simple.

COMMON ELEMENTS OF AVENUES MEDITERRANEAN REVIVAL

- Simple, straightforward volumes, sometimes with a gable wing facing the street.
- Shallow sloped roofs, either hip or gable, with shingles and tile.
- Typically two-story.
- Simplified versions of double-hung Colonial windows and doors.
- Multi-pane window appearance, wide in proportion, usually with 4 over 4 or 6 over 6 pane patterns.
- Street facing, projecting timber balconies or inset porches with exposed rafters.



GALLERY OF EXAMPLES













MASSING AND COMPOSITION

A TWO-STORY SIDE GABLE

Rectangular volume with a 3 to 6 in 12 roof pitch and gable or hip parallel to the street. Second floor, full-front projecting balconies or two-story full-front porches are encouraged with this massing.

B TWO-STORY CROSS-GABLE

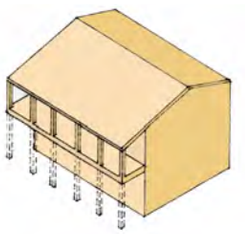
Cross-gabled volume with a 3 in 12 gable or hip facing the street. The width of the bay facing the street is typically two-fifths that of the main body. Often an in-line gabled or hipped wing added to the front leg of the L. Cantilevered balconies are encouraged.

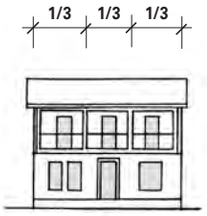
C TWO-STORY FRONT GABLE L

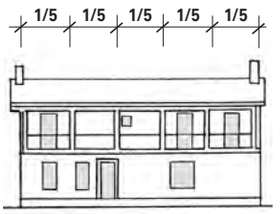
L-shaped volume perpendicular to the street with second-story cantilevered side porch. Hipped and gabled roofs with a 3 in 12 pitch are both permitted.

Note: In general, main and secondary roof pitches are 3 to 6 in 12.

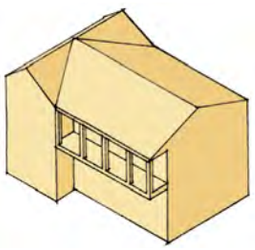
A TWO-STORY SIDE GABLE



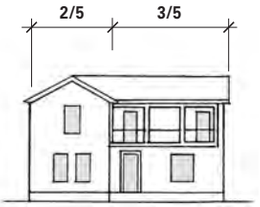




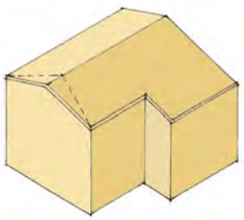
B TWO-STORY CROSS-GABLE

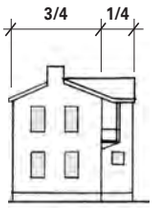


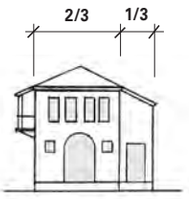


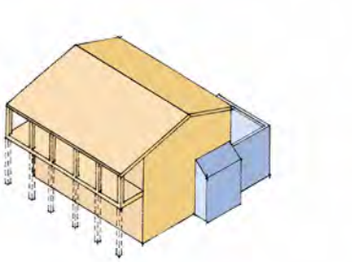


C TWO-STORY FRONT GABLE L

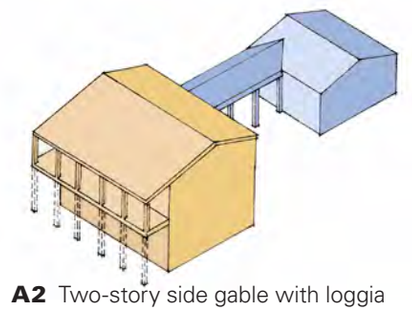






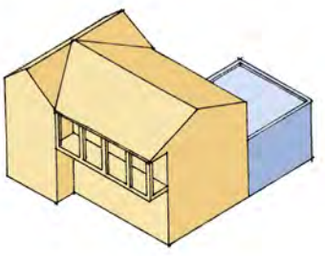


A1 Two-story side gable with a rear wing and a fireplace

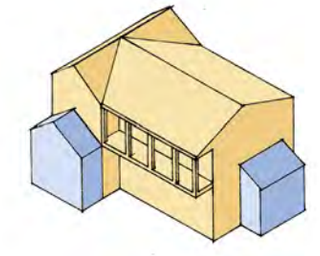


A2 Two-story side gable with loggia connecting to garage



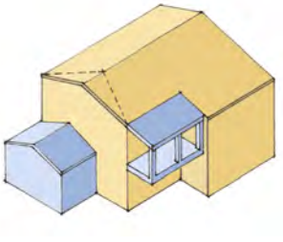


B1 Two-story cross-gable with rear wing added

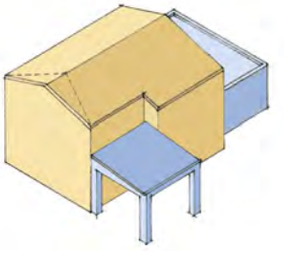


B2 Two-story cross-gable with a front projecting bay and a bay window





C1 Two-story front gable L with add-on entry bay and a cantilevered side porch



C2 Two-story front gable L with a rear wing and a port cochère



POSSIBILITIES

PRECEDENTS

TWO-STORY SIDE GABLE







TWO-STORY CROSS-GABLE

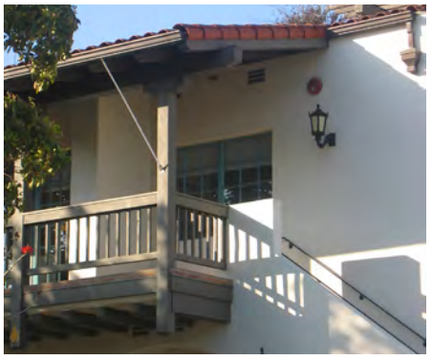






TWO-STORY GABLE FRONT L







MATERIALS

SIDING/CLADDING

» Stucco and optional second floor wood or fiber-cement clapboard

» Lace finish not permitted

ROOFING

» Concrete tile in flat or barrel profile, multiple stacked tile at eaves.

» Architectural asphalt shingles also permitted

WINDOWS

» Single or double-hung, casement, and picture units, energy-efficient wood, PVC clad, aluminum-clad, cellular PVC, aluminum or vinyl with traditional wood profiles

COLUMNS

» Stucco or composite

BALCONIES

» Wood, corbelled stucco with metal railings, or fiber cement

RAILINGS

» Wood or fiber cement top and bottom rails with square or turned balusters

EAVES

» Starter board or v-groove sheathing

EXTERIOR CEILINGS

» Plank and beam, or stucco

GUTTERS

» Half-round metal or PVC

» Fascia gutter also permitted

DOWNSPOUTS

» Round metal or PVC

SHUTTERS

» Raised or flat panel, louvered, or plank, in wood or composite material or a colored vinyl

CHIMNEYS

» Stucco

FRONT YARD FENCES

» Masonry with stucco finish, wrought iron accents permitted

» Wrought iron or aluminum permitted

REAR YARD FENCES

» Cedar or redwood, or masonry with stucco finish

» Vinyl and pressure-treated wood are permitted

COLORS

Colors to be selected from the approved Ellis Color Palette. The Ellis Color Palette includes a minimum of three colors for each house: main body, trim, and accent.

AVENUES
SPANISH COLONIAL

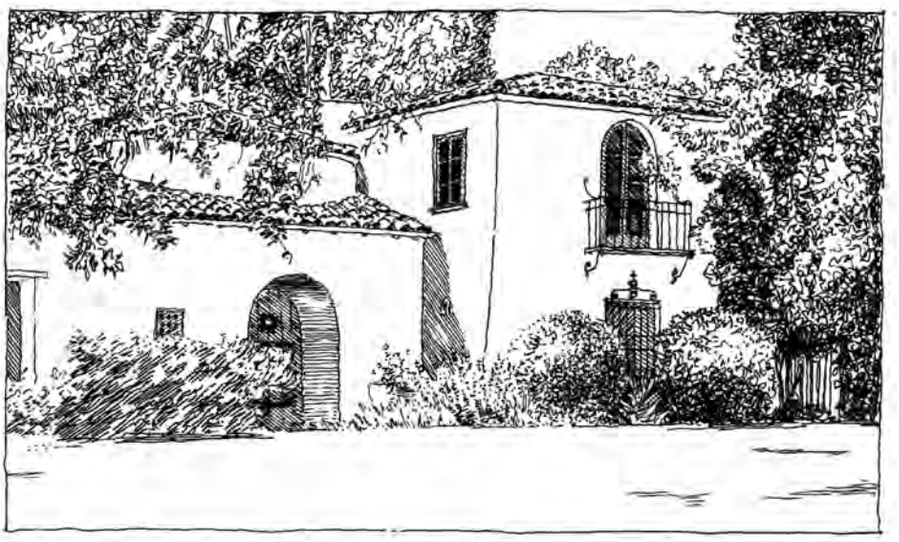
California houses of the 1920s and 1930s were designed in a wide variety of styles, yet the Spanish Revival style was by far the most popular due to its early association with the region, its adaptability to the local landscape and climate, and its charm and character. A major impetus for revival of Spanish architecture came from Bertram Goodhue's designs for the 1915 Pan Pacific Exposition in San Diego.

The Spanish Colonial style is a catalog of styles, unified by the use of arches, courtyards, strong form and mass, plain wall surfaces, and tile roofs; all are derived from Mediterranean architectural styles. Spanish Colonial style is most often characterized by an informal plan arrangement and massing.

Spanish-style houses typically have low, long spreading sweeps of wall with a minimum of penetration (constructed so as to have the appearance of thick masonry). They also have tiled, low pitched roofs (to accentuate the horizontal character); covered patios, loggias, or cloisters; and substantial doors. In a Spanish-style house, most of the effect comes from a correct use of proportion and a spare, well-placed use of ornament. The house's fundamental charm lies in the contrast of warm sunlight and cool shadows (light and shade), in the use of materials, in texture and color, and in its austere simplicity.

COMMON ELEMENTS OF AVENUES SPANISH COLONIAL

- Stucco walls with a handmade/formed appearance.
- Shallow sloped, tile roofs in variegated colors.
- Irregular window and door composition.
- Covered porches and loggias.
- Balconies with decorative ironwork.



GALLERY OF EXAMPLES









Photo Credit: Design Lens



Photo Credit: Design Lens



MASSING AND COMPOSITION

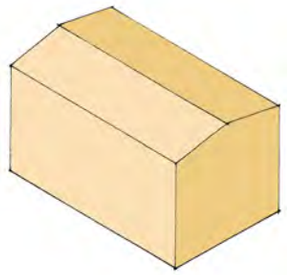
A TWO-STORY SIDE GABLE
Rectangular volume with a 3 in 12 roof pitch and gable or hip parallel to the street. Inset patios on first floor are common.

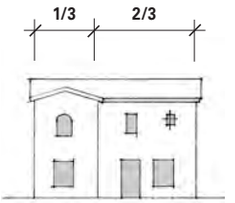
B ONE-STORY FRONT GABLE L
One- or two-story main body with a 3 in 12 roof pitch, and a one-story projecting wing with a gable which faces the street. Inset loggias are encouraged.

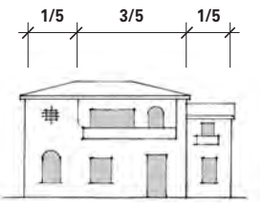
C TWO-STORY FRONT GABLE L
One- or two-story main body with a 3 in 12 roof pitch, and a two-story projecting wing with a gable which faces the street. The width of the street-facing bay is typically two-fifths that of the main body. Inset patios or loggias are encouraged.

Note: In general, main roof pitches are 4 to 5 in 12 and secondary roof pitches are 3 to 5 in 12.

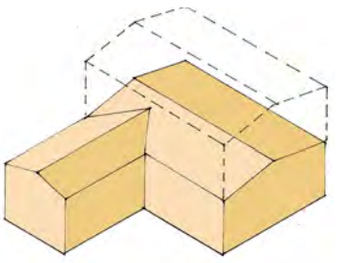
A TWO-STORY SIDE GABLE

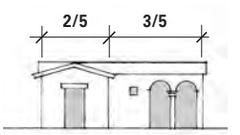


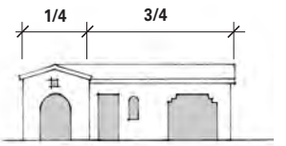




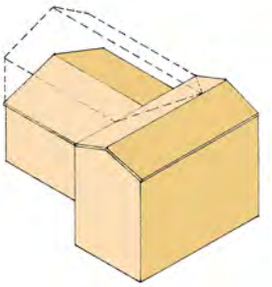
B ONE-STORY FRONT GABLE L



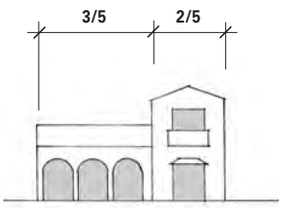


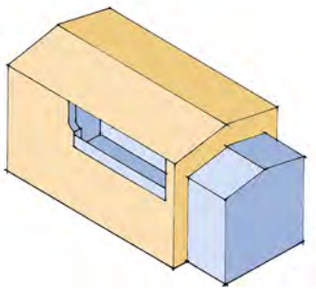


C TWO-STORY FRONT GABLE L

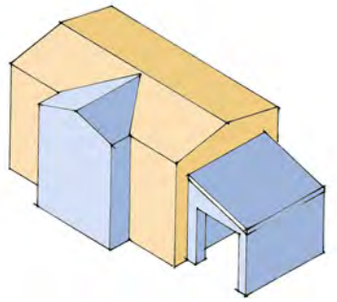






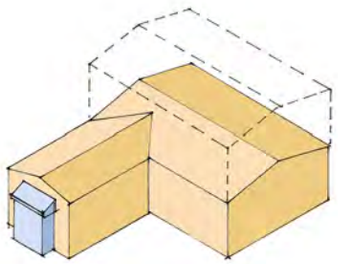


A1 Two-story side gable with inset porch and attached side wing

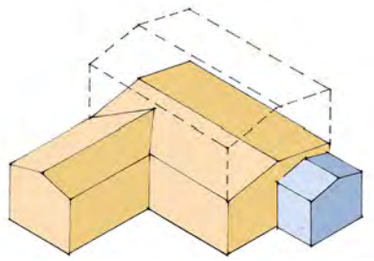


A2 Two-story side gable with attached side garage and two-story central bay



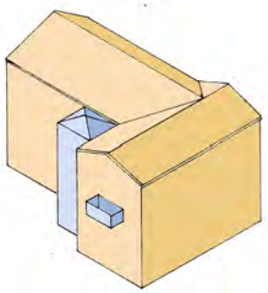


B1 One-story front gable L with side wing attached off-center

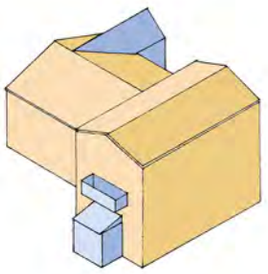


B2 One-story front gable L with protruding entry piece





C1 Two-story front gable L with street-facing balcony and a tower at the intersection of the L



C2 Two-story front gable L with street-facing window and balcony, and additional rear wing



POSSIBILITIES

PRECEDENTS

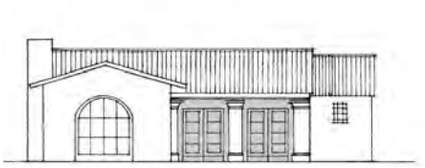
TWO-STORY SIDE GABLE







ONE-STORY FRONT GABLE L







TWO-STORY FRONT GABLE L







MATERIALS

SIDING/CLADDING

» Stucco with handmade/formed appearance; skip-trowel not allowed

ROOFING

» Terra cotta barrel tile

» Multiple stacked tile at eaves

WINDOWS

» Energy-efficient wood, PVC clad, aluminum-clad, or aluminum

» True divided light appearance (¾-inch horizontal exterior muntins)

» Grilles shall be solid stock or wrought iron

COLUMNS AND ARCHES

» Stucco (square, rectangular, or round), or round cast stone/concrete

EXTERIOR STAIRS

» Terra cotta pavers for treads with stucco or decorative tile

» Risers, sloped or stepped stucco walls as guard-railing. Solid-stock metal rails with a wrought iron appearance are also permitted.

BALCONIES

» Metal with a wrought iron appearance or stucco with metal railings

EAVES

» V-groove sheathing with wood appearance

» Open eaves with wood appearance for rafter tails and soffit

» Stucco molded eaves are permitted.

EXTERIOR CEILINGS

» Plank and beam

GUTTERS

» Half-round metal or PVC

DOWNSPOUTS

» Round metal or PVC

SHUTTERS

» Flat paneled

» Plank

» Wrought iron hinges, shutter dogs encouraged

CHIMNEYS

» Stucco with handmade/formed appearance

FRONT YARD FENCES

» Prefinished metal, or masonry

REAR YARD FENCES

» Painted wood, prefinished metal, or masonry

COLORS

Colors to be selected from the approved Ellis Color Palette. The Ellis Color Palette includes a minimum of three colors for each house: main body, trim, and accent.

PHOTOVOLATIC PANEL GUIDELINES

Photovolatics may be used in the community. Multiple application techniques are possible:

A ROOF MOUNT

Photovolatics are mounted a few inches above the roof structure, during the initial installation of the roof. Choices about where to site panels are based on building orientation, surface pitch.

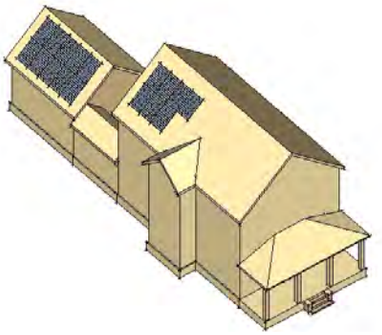
B BUILDING INTEGRATED PV ARRAY (BIPV)

Applications of photovolatic panels may be integral to the building system. Roof materials with PV cells can replace traditional roofing materials, as long as they are stylistically appropriate.

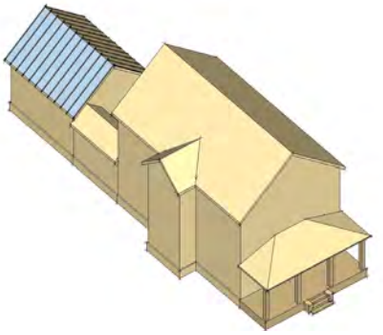
C SHADE STRUCTURE

Photovolatic panels may be applied to roof shade structures on private lots or in public parks and spaces. The application may be either mounted or integral.

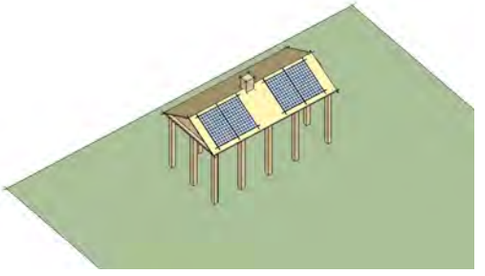
A ROOF MOUNT



B BUILDING INTEGRATED PV ARRAY (BIPV)



C SHADE STRUCTURE



	Flat	4:12	7:12	12:12	21:12	Vertical
South						
SSE, SSW						
SE, SW						
ESE, WSW						
East/West						

The graph to the right shows the optimal building orientation and photovolatic panel pitch to maximize electrical energy generation





DESIGN CONSIDERATIONS

» Place panels on southern-most facing roof surfaces whenever possible for optimal efficiency. Pitch of roof determines optimal solar capture (see chart on page 2|40).





DESIGN CONSIDERATIONS

» Material replacement can include standing seam metal, masonry tiles, and shingles

» Color and material should be follow guidelines for each style



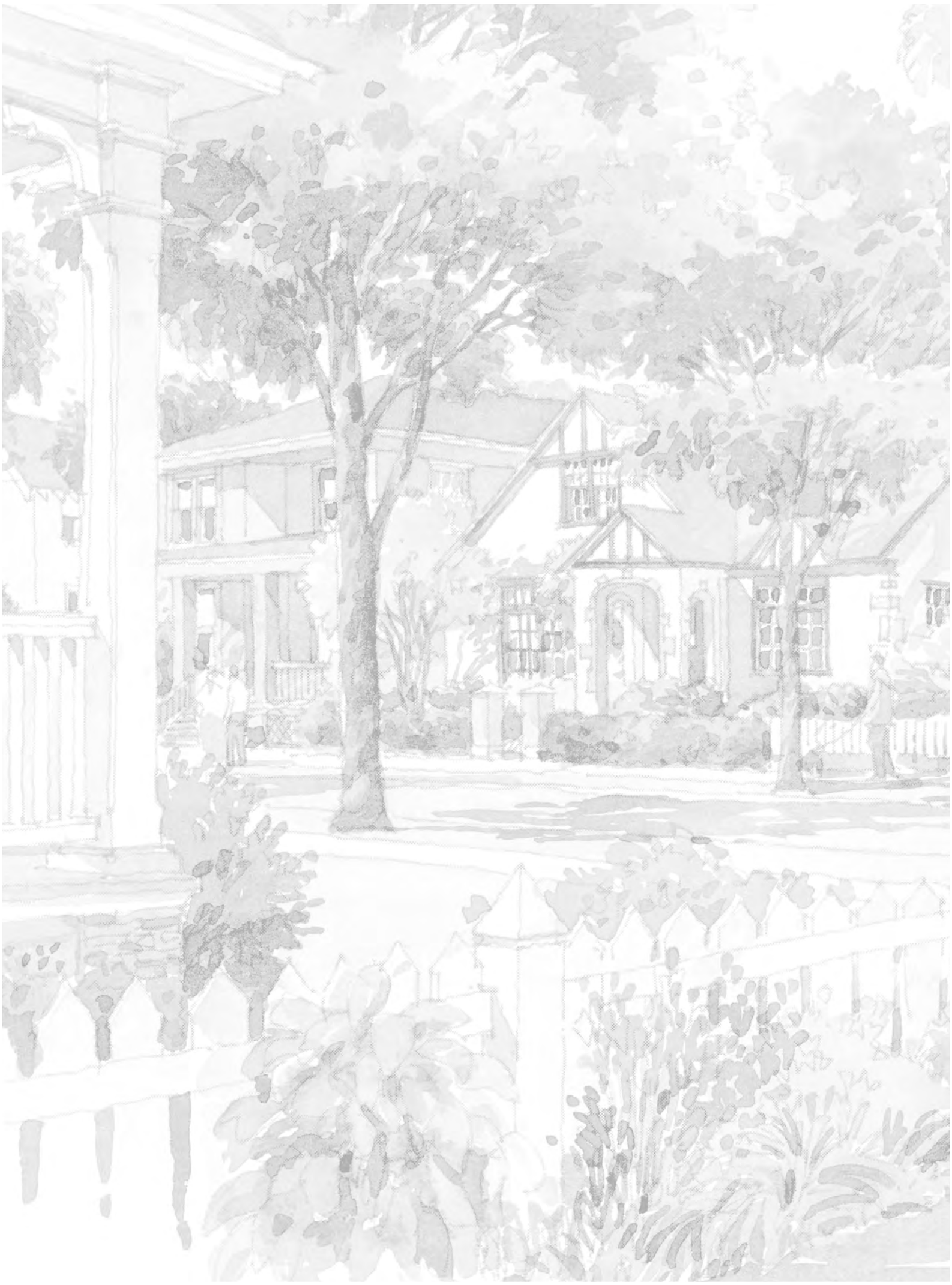


DESIGN CONSIDERATIONS

» Wiring underneath panels must be carefully concealed

» Vines and plantings must be trimmed and kept separate from wiring

» May include shading devices over rear or side porches



AVENUES

AVENUES

TRACY, CALIFORNIA

AVENUES
ADDITIONAL LANDSCAPE FEATURES/CHARACTER ELEMENTS AND SIGN PROGRAM

APPENDIX B

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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY VII

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EXECUTIVE SUMMARY | AVENUES

EXECUTIVE SUMMARY

AVENUES SIGN PROGRAM IS A DESIGN GUIDELINE FOR THE AVENUES.

PUBLIC PROPERTY SIGNS INCLUDE SIGNS IN THE PUBLIC RIGHT-OF-WAY, IN PUBLIC PARKS, AND ON PUBLIC PROPERTY, SUCH AS SPECIAL LANDSCAPE FEATURES.

PRIVATE PROPERTY SIGNS INCLUDE SIGNS ON PRIVATE PROPERTY.

ADDITIONAL LANDSCAPE FEATURES/CHARACTER ELEMENTS AND SIGNS IN THE ELLIS SPECIFIC PLAN AREA SHALL BE REGULATED BY TITLE 10, ARTICLE 35 OF THE TRACY MUNICIPAL CODE, EXCEPT AS SPECIFIED IN SECTIONS 3.5.18 AND 4.8.2 OF THE AVENUES SPECIFIC PLAN AND THIS APPENDIX B: ADDITIONAL LANDSCAPE FEATURES/CHARACTER ELEMENTS AND SIGN PROGRAM. THE DESIGN OF ADDITIONAL LANDSCAPE FEATURES/CHARACTER ELEMENTS AND SIGNS SHALL BE PERMITTED AS SHOWN IN THE AVENUES SPECIFIC PLAN AND THIS APPENDIX B. THE APPROVAL PROCESS SHALL INCLUDE ONLY A BUILDING PERMIT, AND A SIGN PERMIT PROCESSED IN ACCORDANCE WITH TITLE 10, ARTICLE 35 OF THE TRACY MUNICIPAL CODE. FOR PURPOSES OF INDEMNIFYING THE CITY, ALL TEMPORARY SIGNAGE AND BANNERS TO BE LOCATED WITHIN STREET RIGHT-OF-WAYS, AS APPROVED IN THE ESP, WILL REQUIRE ONE ALL-INCLUSIVE ENCROACHMENT PERMIT.

ALL SIGN MATERIALS AND COLORS TO BE SELECTED BY THE DEVELOPER EPOA TO SELECT MATERIALS AND COLORS AS SIGNS ARE REPLACED.

SECTION 1: PUBLIC PROPERTY SIGNS



SIGN LOCATION PLAN

OVERALL



G SIGN TYPE G – ENTRY PORTAL

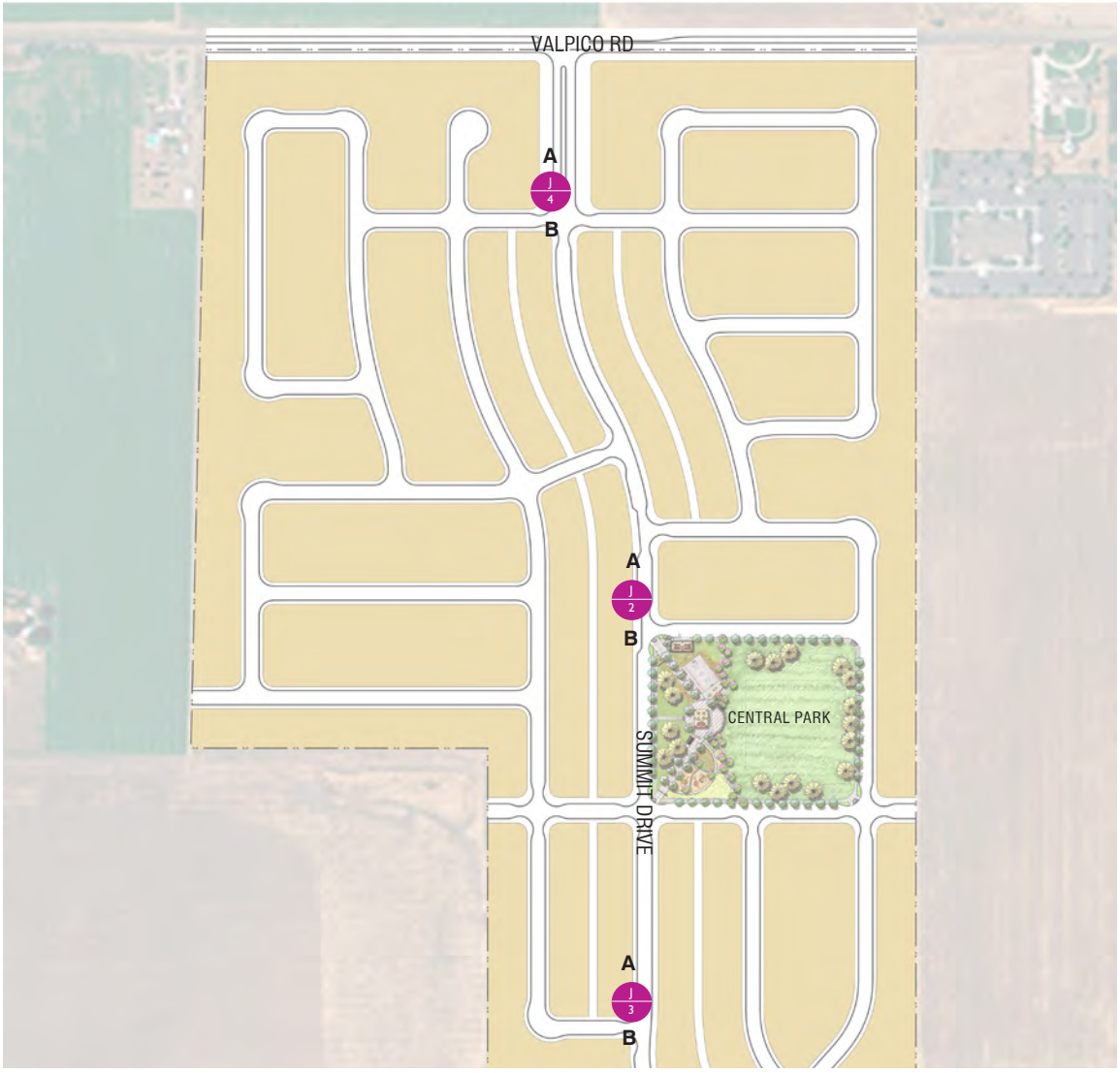
H SIGN TYPE H – SIGN WALL

MS MAILBOX SHADE STRUCTURE

PR PARKING REGULATORY, LOCATIONS TBD

SIGN LOCATION PLAN

J SIGN TYPE J



SIGN TYPE J MESSAGE SCHEDULE

J 4

SIDE A
^CENTRAL PARK | ^AQUATIC PARK
^VILLAGE CENTER | ^ DOG PARK

SIDE B
^ VALPICO ROAD

J 3

SIDE A
^VILLAGE CENTER | ^AQUATIC PARK
^WESTERN PARK | ^ DOG PARK

SIDE B
^ CENTRAL PARK
^ VALPICO ROAD

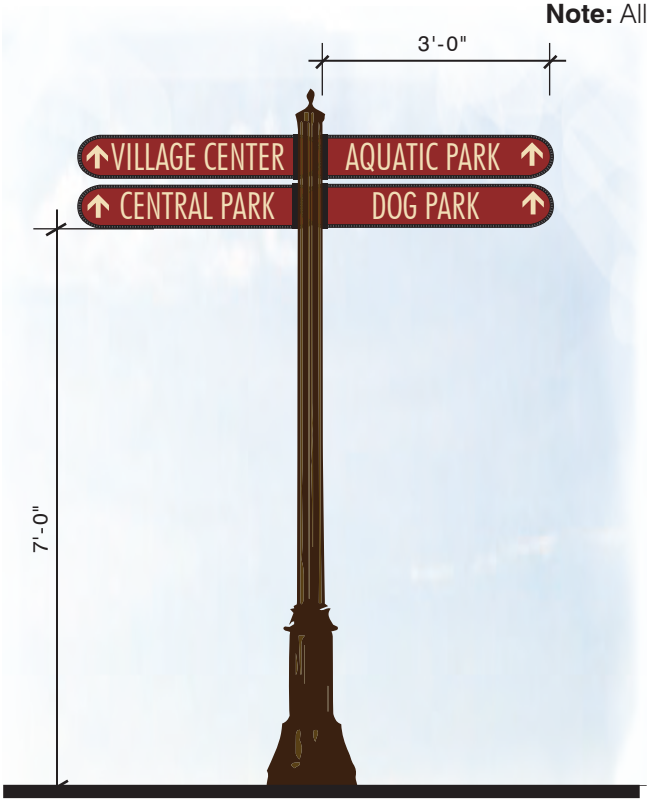
J 2

SIDE A
< CENTRAL PARK | ^AQUATIC PARK
^VILLAGE CENTER | ^ DOG PARK

SIDE B
^ VALPICO ROAD

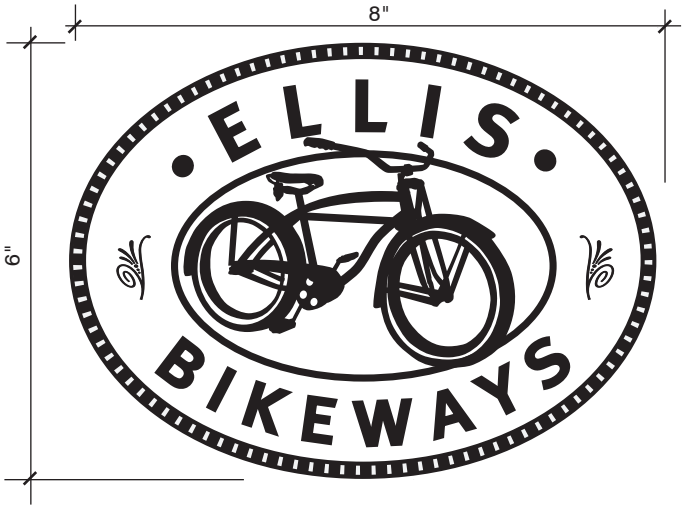
SIGN TYPES J, K, AND Q

Note: All dimensions are approximate



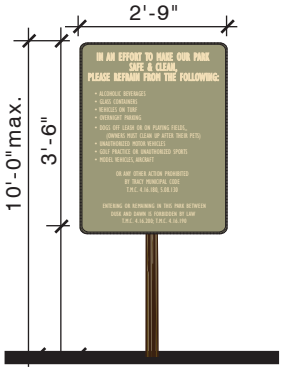
J SIGN TYPE J

SIGN STANDARDS
Height: 9-10 feet
Individual blade area: 2 square feet, up to 3 per side
Lighting: Non-illuminated
Location: Public right-of-way (See Sign Location Plan: Sign Type J)



SIGN TYPE K

Location: Embedded in concrete of multi-use path, near crossings
Material: Metal

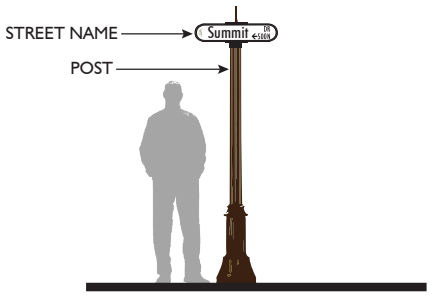


Q SIGN TYPE Q

SIGN STANDARDS
Maximum height: 10 feet
Maximum sign area: 10 square feet
Lighting : Non-illuminated
Location: Public right-of-way, special landscape features and parks. Locations TBD. No maxiumum number.

STREET NAME SIGN & REGULATORY SIGNS

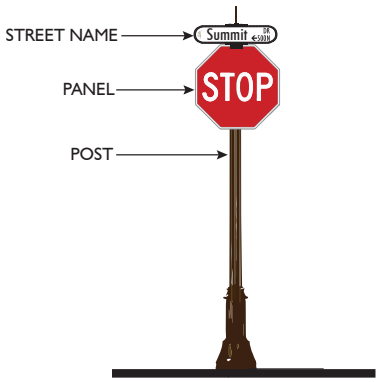
Note: All dimensions are approximate



1. Post: 3900 RICHMOND, 4" OD shaft, fluted, dark bronze

2. Panel Support: Classic Cross (CC07) with Classic 2-Way (2W06, #2 Post Stacker (PS05)

3. Street Name Panel is .125 aluminum
Vendor: Sherine Industries
Background shall be reflective
Custom artwork
Color: White
Font: Gill Sans MT Condensed
Letters: Black



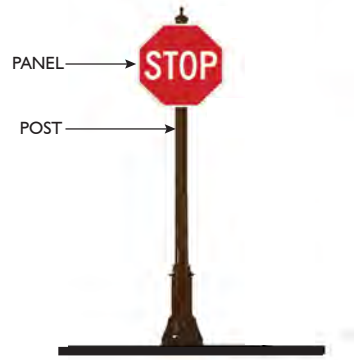
1. Post: 3900 RICHMOND, 4" OD Shaf, fluted, dark bronze

2. Panel Support: Classic Cross (CC07) with Classic 2-Way (2W06, #2 Post Stacker (PS05)
All regulatory signs shall be attached to post with part SB, Sternberg, sign bracket

3. Street Name Panel: .125 aluminum
Vendor: Sherine Industries
Background panel shall be reflective
Custom artwork
Color: White
Letters: Black

4. Panel: 30" min. stop sign by Hawkins Traffic. Panels to be consistent with MUTCD codes

5. Back panel color: Matthew's Paint MPC MP20308 Ancient Bronze Metallic

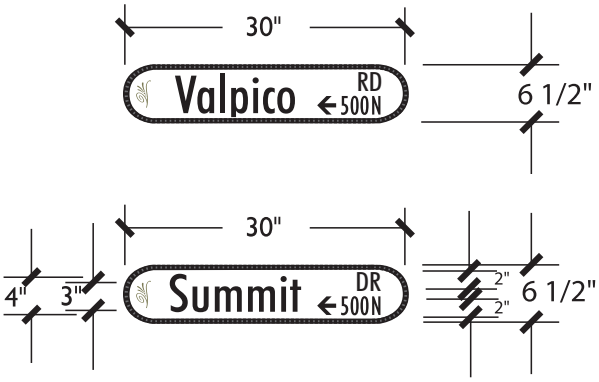


1. Post: 3900 RICHMOND, 4" OD Shaft, fluted, with BCC Ball Center Cap, dark bronze

2. Panel Support: All regulatory signs shall be attached to post with part SB, Sternberg, sign bracket

3. Panel: 30" min. stop sign by Hawkins Traffic Panels to be consistent with MUTCD codes

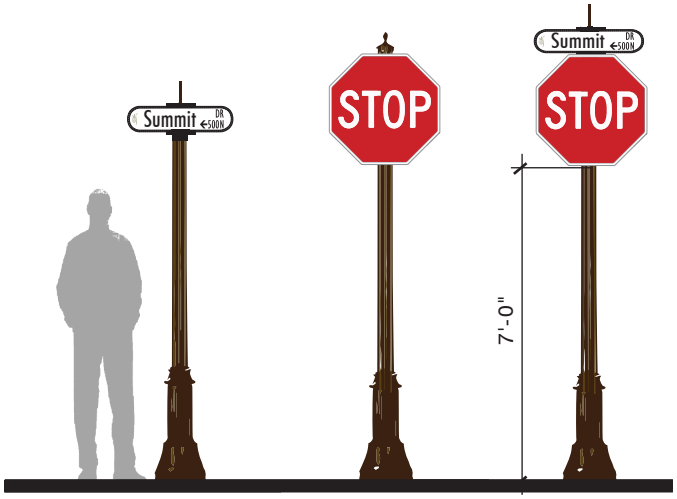
4. Back panel color: Matthew's Paint MPC MP20308 Ancient Bronze Metallic

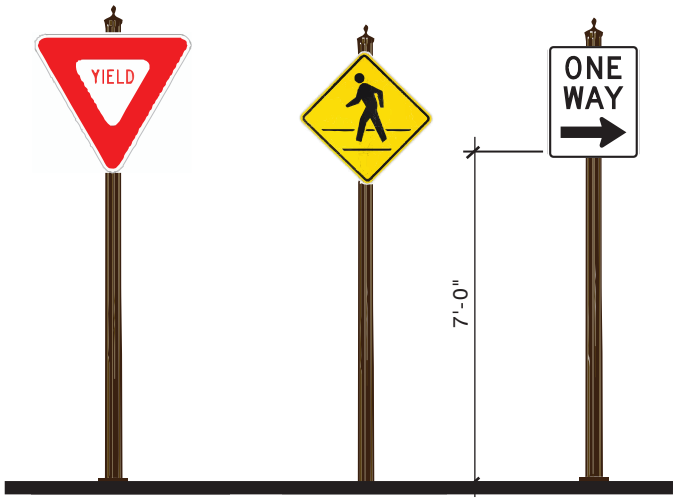


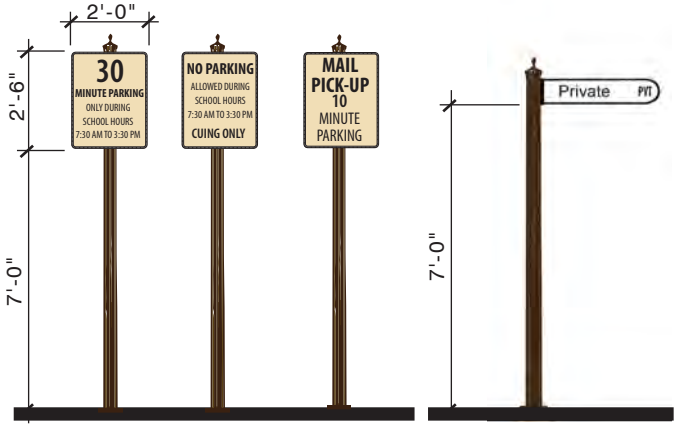
SIGN PANEL SPECIFICATIONS

STREET NAME SIGN & REGULATORY SIGNS

Note: All dimensions are approximate

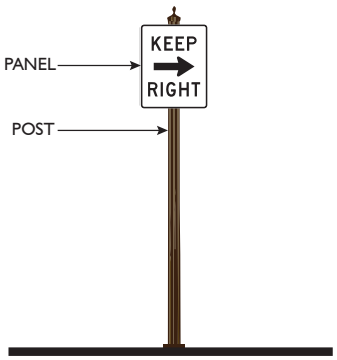






PR PARKING REGULATORY

PS PRIVATE STREET SIGN



REGULATORY SIGNAGE MAY INCLUDE:

- YIELD
- SPEED LIMIT
- KEEP RIGHT
- DO NOT ENTER
- ONE WAY SIGN
- ROUNDABOUT DIRECTIONAL, 2 CHEVRONS
- NO PARKING ANYTIME
- TURN
- YIELD AHEAD
- MERGE & LANE TRANSITION
- LANE ENDS
- THRU TRAFFIC MERGE LEFT
- PEDESTRIAN CROSSING
- CROSSWALK RIGHT/LEFT ARROW

1. Post: 450 LEXINGTON 4" OD shaft, fluted, with BCC Ball Center Cap, dark bronze

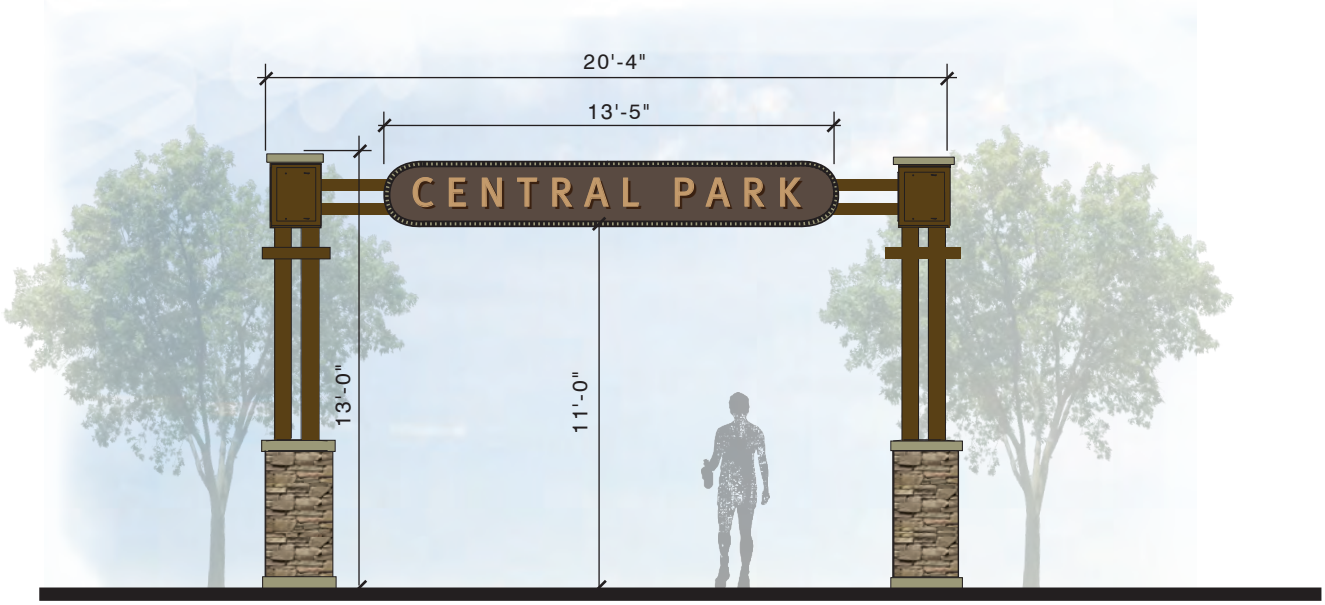
2. Panel Support: All regulatory signs shall be attached to post with part SB, Sternberg, sign bracket

3. Panel: by Hawkins Traffic
Panels to be consistent with MUTCD codes

4. Back panel color: Matthew's Paint MPC MP20308 Ancient Bronze Metallic

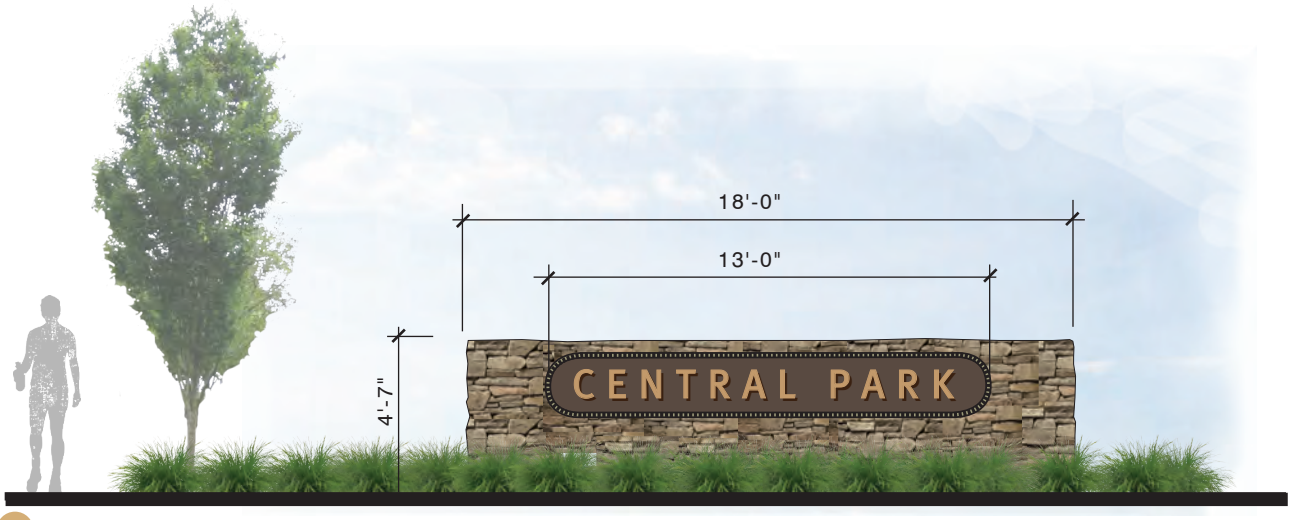
SIGN TYPES G AND H

Notes: 1. All dimensions are approximate
2. These sign types will be located in parks, per the Sign Location Plan, for the purpose of identifying the park.



G ENTRY PORTAL – SIGN TYPE G

SIGN STANDARDS
Maximum structure height: 14 feet
Maximum sign area: 30 square feet
Lighting : Externally illuminated
Location: Parks (see Sign Location Plan: Overall)



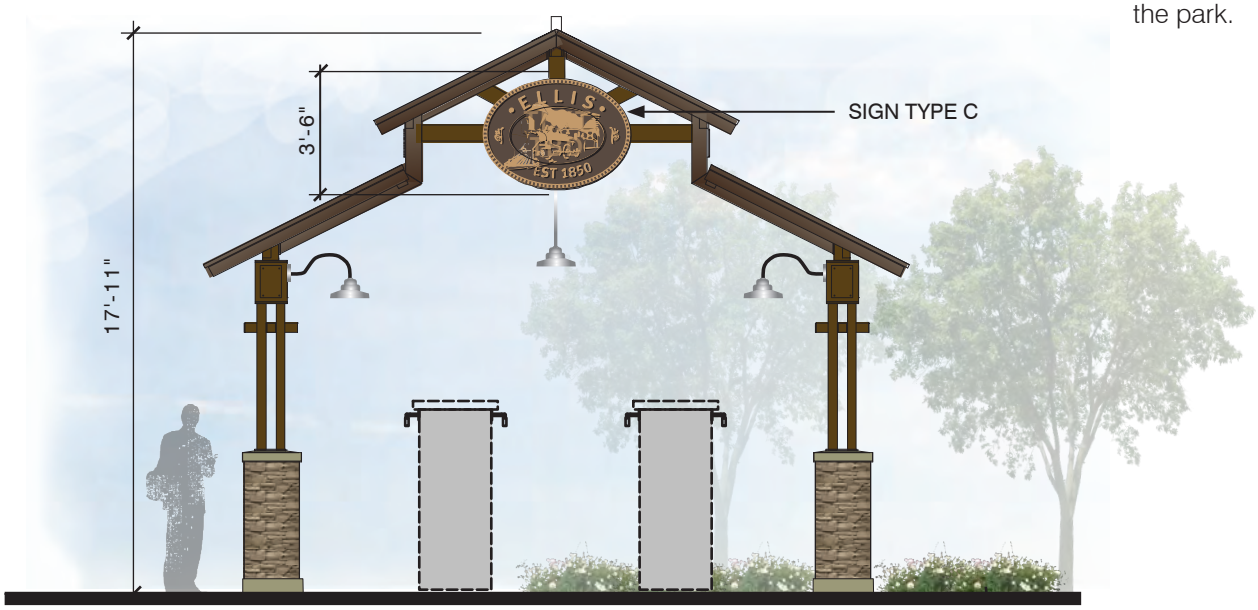
H WALL SIGN – SIGN TYPE H

Maximum structure height: 5 feet
Maximum sign area: 30 square feet
Lighting : Externally illuminated
Location: Parks (see Sign Location Plan: Overall)

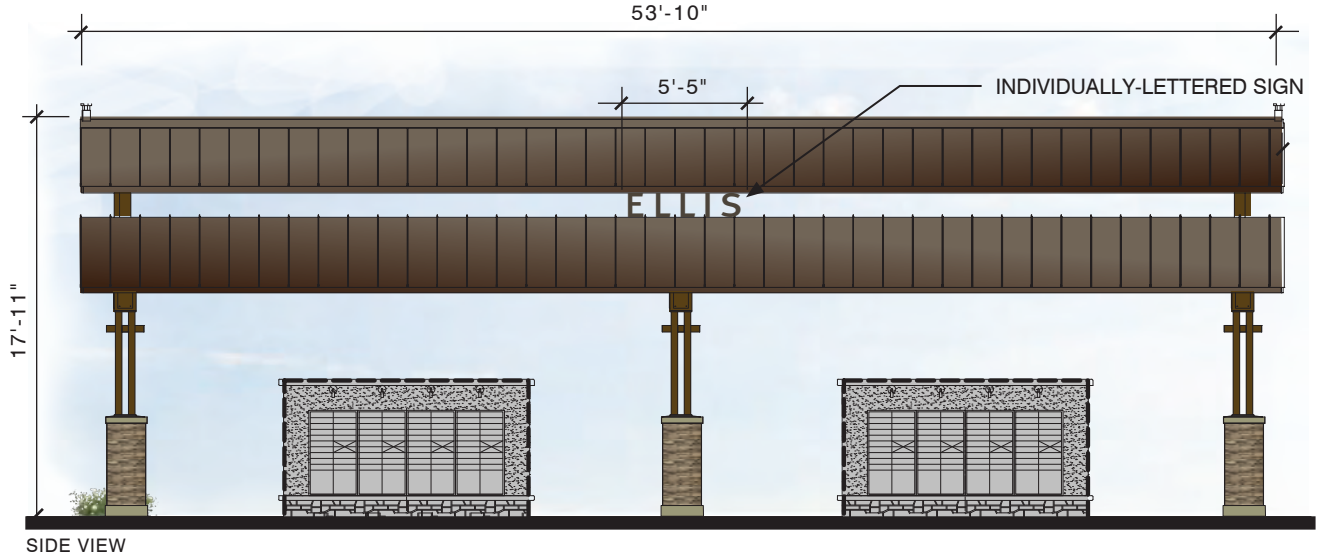
PARK CHARACTER ELEMENTS AND SIGNS

MAILBOX STRUCTURE MS

Note: 1. All dimensions are approximate
2. These sign types will be located in parks, per the Sign Location Plan, for the purpose of identifying the park.



FRONT VIEW



SIDE VIEW

Note: Mailbox structures are typically located in special landscape features, not parks.

SIGN STANDARDS
Maximum mailbox structure height: 20 feet
Maximum Sign Type C area: 20 square feet (each end of structure) for the Mailbox Structure
Maximum individually-lettered sign area: 10 square feet (both sides)
Lighting: Externally illuminated
Location: Proximate to parks (see Sign Location Plan: Overall)

SECTION 2: PRIVATE PROPERTY SIGNS

AVENUES

SIGN LOCATION PLAN

OVERALL



ES VALPICO ENTRY STRUCTURE

EP VALPICO ENTRY PORTAL

O SIGN TYPE O – FLAG SIGNS, LOCATIONS TBD

A SIGN TYPE A – TEMPORARY DEVELOPER SIGN

ENTRY AT VALPICO

EP VALPICO ENTRY PORTAL

Note: All dimensions are approximate



ELEVATION



VIEW LOOKING SOUTH FROM VALPICO ROAD

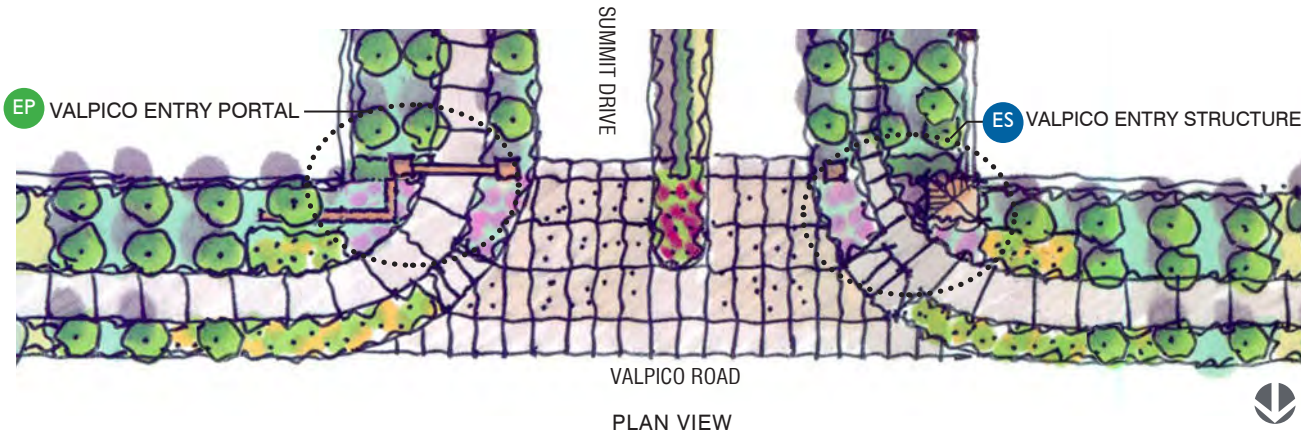
SIGN STANDARDS

Maximum structure height: 15 feet
Lighting: Non-illuminated
Location: Special landscape feature (see Sign Location Plan: Overall)

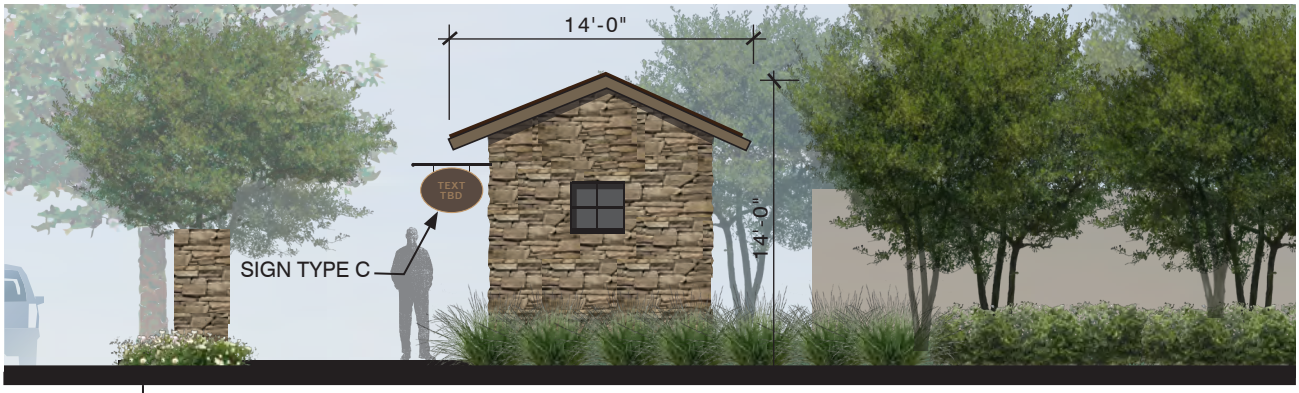
CHARACTER ELEMENT WITH LOGO

VALPICO ENTRY STRUCTURE ES

Note: All dimensions are approximate

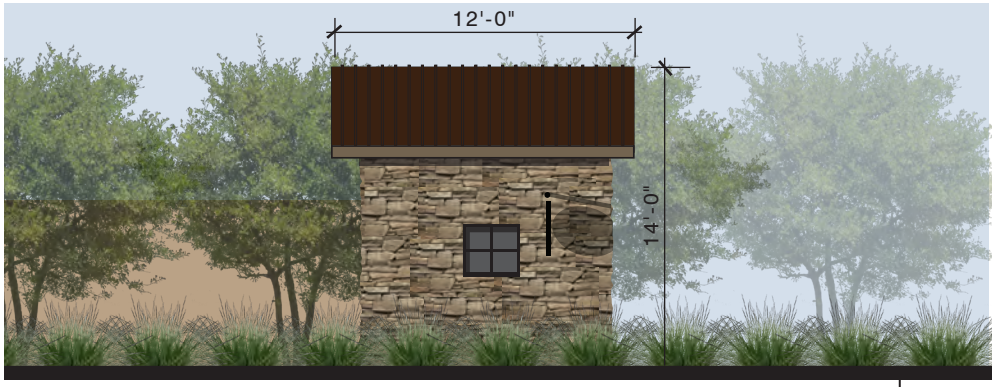


PLAN VIEW



PUBLIC ROW ← | → SPECIAL LANDSCAPE FEATURE

VIEW LOOKING SOUTH FROM VALPICO ROAD
Opposite side shall be substantially the same in design



VIEW LOOKING WEST FROM SUMMIT DRIVE
Opposite side shall be substantially the same in design

SPECIAL LANDSCAPE FEATURE ← | → PUBLIC ROW

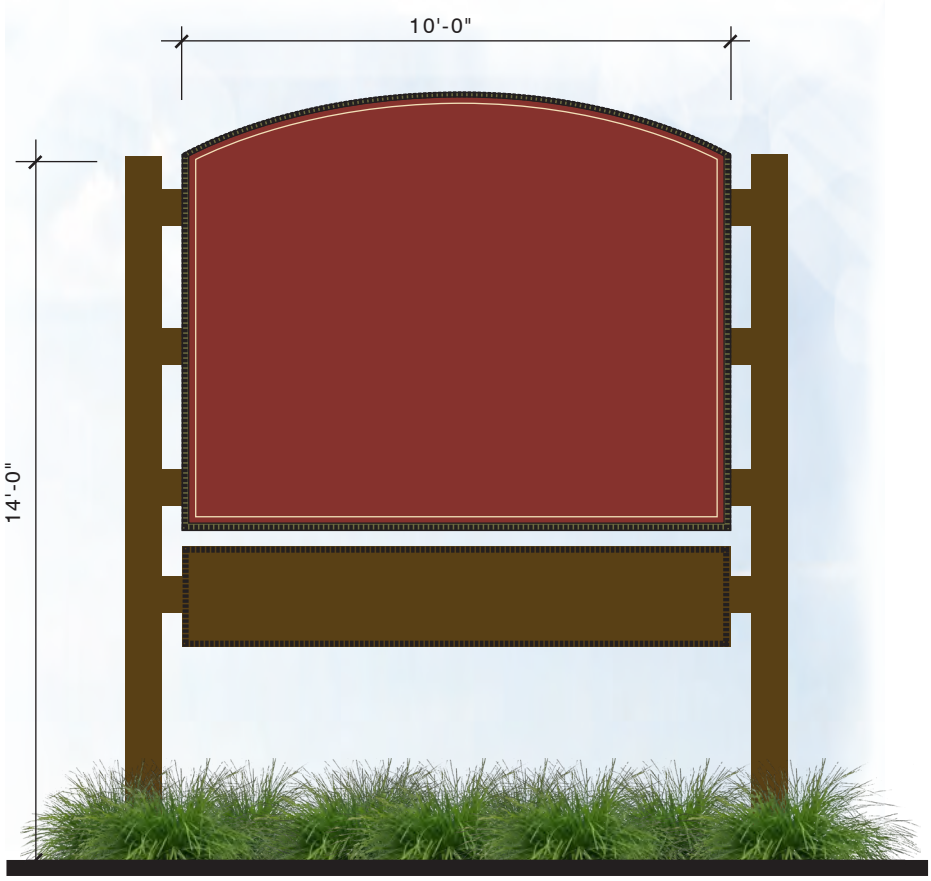
SIGN STANDARDS

Maximum character element height: 15 feet
Maximum Sign Type C area: 10 square feet (both sides)
Lighting of logo panel: Externally illuminated
Location: Special landscape feature (see Sign Location Plan: Overall)

SIGN TYPE A

A TEMPORARY DEVELOPER SIGN

Note: 1. All dimensions are approximate
2. Sign Type A is a temporary sign.



SIGN TYPE A EXAMPLE

SIGN STANDARDS

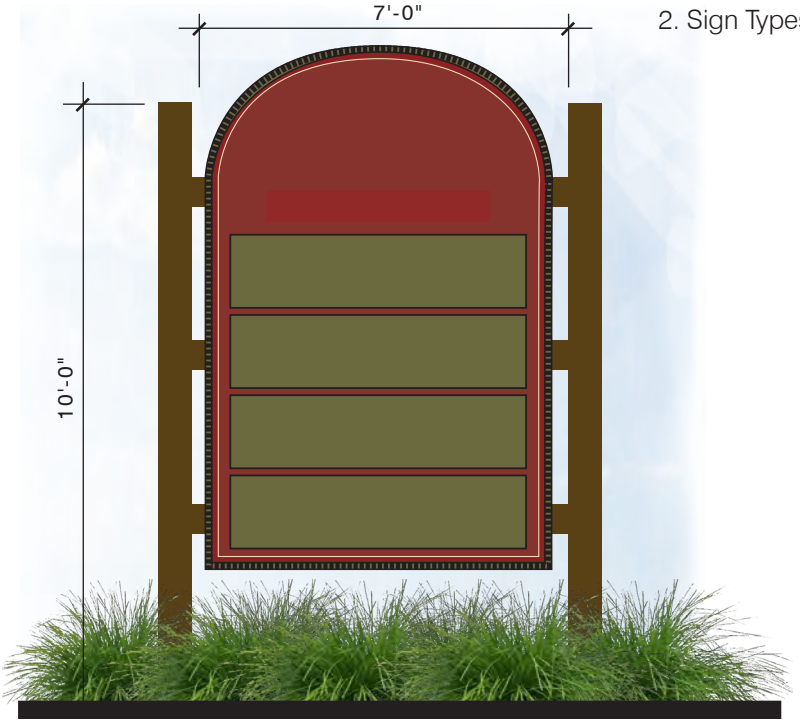
Maximum height: 15 feet
Maximum sign area: 100 square feet (each side)
Maximum number of signs permitted: 2 on each arterial or collector
Lighting: Non-illuminated or externally illuminated
Locations: Special landscape features and private property

Note: Signs shall be removed after completion of sales

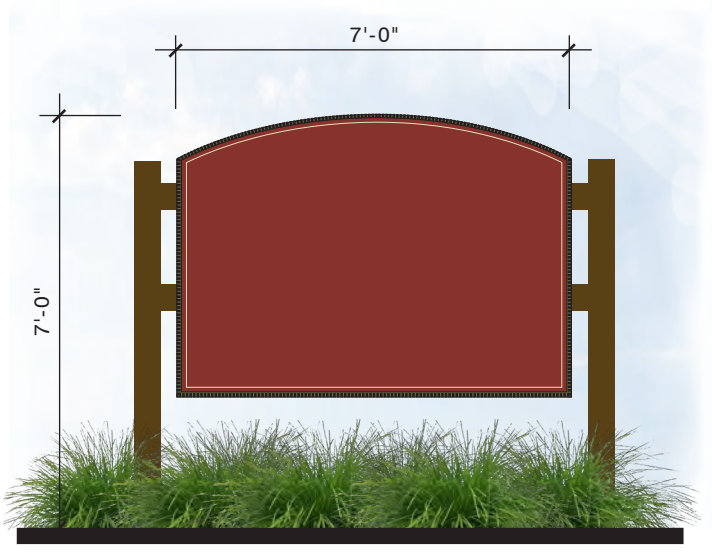
SIGN TYPES B AND D

TEMPORARY DEVELOPER SIGN

Note: 1. All dimensions are approximate
2. Sign Types B and D are temporary signs



SIGN TYPE B EXAMPLE



SIGN TYPE D EXAMPLE

SIGN STANDARDS

Maximum height: 10 feet
Maximum sign area: 50 square feet (each side)
Maximum number of signs permitted: 12
Lighting: Non-illuminated or externally illuminated
Locations: Public right-of-way, special landscape features and private property TBD

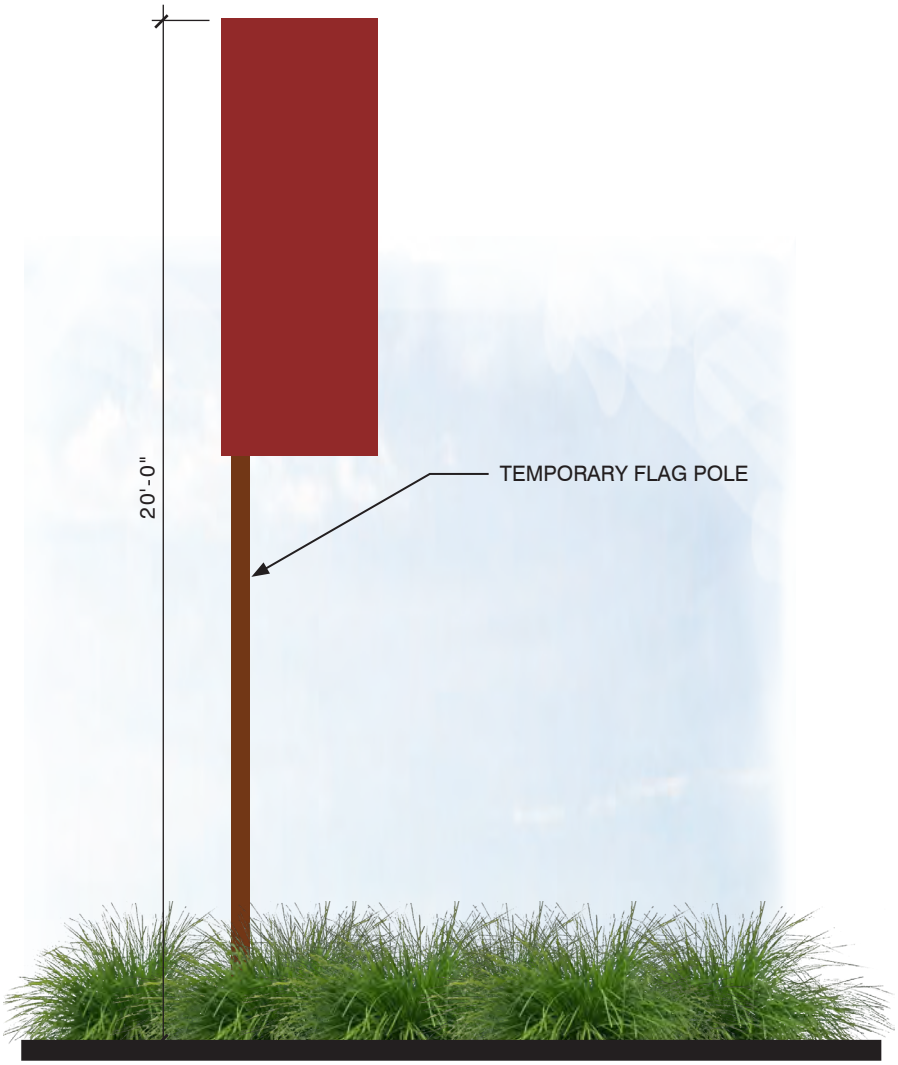
Note: Signs shall be removed after completion of sales

SIGN TYPE O

O FLAG SIGN

Note: 1. All dimensions are approximate

2. Sign Type O is a temporary sign.



SIGN STANDARDS

Maximum height: 20 feet
Maximum sign area: 25 square feet (each side)
Lighting: Non-illuminated
Locations: Up to 10 Sign Type O signs on temporary poles are permitted at each arterial or collector entrance and at each model home complex in public right-of-way, special landscape features, and on private property.

Note: Signs shall be removed after completion of sales

September 18, 2018

AGENDA ITEM 1.H

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1263, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 3.04 OF THE TRACY MUNICIPAL CODE PERTAINING TO "FIREWORKS"

EXECUTIVE SUMMARY

Ordinance 1263 was introduced at the regular Council meeting held on September 4, 2018. Ordinance 1263 is before Council for adoption.

DISCUSSION

Ordinance 1263 was introduced at the September 4, 2018, Council meeting to amend Chapter 3.04 of the Tracy Municipal Code pertaining to "Fireworks". The proposed ordinance would modify and clarify sections regarding definitions and application requirements for the safe and sane fireworks sales permit lottery, establish an application fee, delegation of responsibilities to City staff, and would make other technical and non-substantive changes to reflect the correct references to sections of the Tracy Municipal Code and state laws.

Ordinance 1263 is before City Council for adoption.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That City Council adopt Ordinance 1263.

Prepared by: Adrianne Richardson, City Clerk
Reviewed by: Midori Lichtwardt, Interim Assistant City Manager
Approved by: Randall Bradley, City Manager

Attachment A – Ordinance 1263

ORDINANCE 1263

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 3.04 OF THE TRACY MUNICIPAL CODE PERTAINING TO "FIREWORKS"

WHEREAS, the City Council wishes to amend Chapter 3.04 of the Tracy Municipal Code which allows for the sale, use and discharge of "Safe and sane" fireworks in the City of Tracy;

NOW THEREFORE, the City Council of the city of Tracy hereby ordains as follows:

SECTION 1: **Amendment of Chapter 3.04**. The Tracy Municipal Code is hereby amended, notwithstanding any provision, ordinance, resolution or Tracy Municipal Code section to the contrary, by amending Chapter 3.04 of Title 3 (Public Safety) as follows:

"TITLE 3 – PUBLIC SAFETY

Chapter 3.04 - FIREWORKS

3.04.010 - Definitions.

"Dangerous fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment and any fireworks classified as such as defined by Sections 12505 and 12561 of the Health and Safety Code of the State of California and the sections of Title 19, Code of Regulations, Subchapter 6, pertaining to dangerous fireworks which are hereby incorporated by reference. This definition does not include ammunition used for target shooting or hunting, nor does it include what is ordinarily known as cap pistol caps, party poppers or snap caps.

"Fireworks sales stand" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

"Nonprofit organization" means the applicant is a local nonprofit organization which shall mean any nonprofit association, club, or corporation organized for veteran, patriotic, welfare, religious, civic betterment, youth or charitable purposes as defined by Section 501(c) of the Internal Revenue Code of the United States. A local nonprofit organization must have its principal and permanent meeting place within the City of Tracy, or be within a one-mile radius of the city limits of the City of Tracy, or be a school with a student body that includes City of Tracy residents and is within the Tracy Unified School District or the Jefferson School District. Non-school organizations that have their principal meeting place outside the City limits as allowed above, must show documented proof that a majority of its members are City of Tracy residents. The organization must have nonprofit status and have been organized and established for a minimum of two continuous years preceding the filing of the application for permit. The organization must have a bona fide membership of at least twenty (20) members who reside in the City, which will be verified each year. The organization must also provide direct and regular community services and benefits to the residents of the City.

"Public display of fireworks" means an entertainment feature where the public or private group is admitted or permitted to view the display or discharge of dangerous fireworks.

"Principal and permanent meeting place" means a location that serves as the nonprofit organization's primary, fixed site for meetings.

"Safe and sane fireworks" also known as *"state-approved fireworks"* means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the

atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment and any fireworks which do not come within the definition of "dangerous fireworks" or "exempt fireworks" as defined by Section 12505 of the Health and Safety Code of the State of California and the sections of Title 19, Code of Regulations, Subchapter 6, pertaining to "safe and sane fireworks" which are hereby incorporated by reference. This definition does not include ammunition used for target shooting or hunting, nor does it include what is ordinarily known as cap pistol caps, party poppers or snap caps.

3.04.020 - Public displays; permits required.

(a) Notwithstanding the prohibitions on dangerous and safe and sane fireworks set forth in this chapter, this section shall not prohibit public display of fireworks which may be allowed upon issuance of a permit therefore under the provisions of the Health and Safety Code of the State of California. This chapter also does not prohibit the use by railroad or other transportation agencies, for signal purposes or illumination, of torpedoes, flares or fuses; nor the sale or use of blank cartridges for theatrical or ceremonial purposes, athletic events, or military ceremonials or demonstrations.

(b) Fireworks display permits are required to conduct a public display of fireworks as required by local and state regulations. Permit application shall be made not less than sixty (60) days prior to the scheduled date of the display. The permit application shall be in accordance with the California Fire Code and the National Fire Protection Association codes and standards 1123 and 1124 and include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audiences will be restrained; and the location of nearby overhead obstructions. At the time of permit application, the City Manager or designee shall be consulted regarding reasonable conditions or requirements for standby personnel and fire apparatus. Fireworks display permits shall only be granted to licensed pyrotechnic operators.

(c) Fireworks display permits may be secured by application to the City Manager or designee. The City Manager or designee may deny issuance of such permits, provided such denial is reasonably based on public health and safety concerns, including, but not limited to, an application for another event to be held on the same date as that requested has been previously filed or approved, and the other event is so close in time and location to the event proposed as to cause undue traffic congestion or to place the City in a position of being unable to meet the needs for Fire, Police or Public Works services for both events. Any decision regarding such permits may be appealed to the City Council as set forth in section 1.12.020 of this Code.

(d) A public display of fireworks may also require a special events permit pursuant to chapter 4.40 of this Code.

(e) The fireworks display permit fee, requisite deposits, time of payment, and insurance requirements shall be set by resolution of the City Council.

3.04.030 - Sale, discharge, time limit, dangerous fireworks.

(a) Subject to the permitting provisions of this chapter, the California Fire Code, the provisions of the State Fireworks Law, Sections 12500 through 12726 of the Health and Safety Code of the State of California and any regulations promulgated thereunder, safe and sane fireworks may be discharged within the City limits of the City of Tracy during the period from noon and ending at 10:00 p.m. on the twenty-eighth day of June through the third day of July and from noon to midnight on the fourth of July, each year.

(b) It is unlawful and shall be a misdemeanor to possess, sell or discharge dangerous fireworks within the City of Tracy.

(c) As an alternative to charging possession, sale, or discharge of dangerous fireworks as a misdemeanor as provided under subsection (b) of this section, the City may issue administrative citations pursuant to chapter 1.28 of this Code.

(d) Safe and sane fireworks may only be sold between the hours of 12:00 p.m. and 8:00 p.m. on June 28, between 8:00 a.m. and 8:00 p.m. from June 29 through July 3, and 8:00 a.m. and 9:00 p.m. on July 4.

3.04.040 - Permit to sell and store safe and sane fireworks.

(a) The City Council shall establish, by resolution, the process by which the City will issue annual permits to sell safe and sane fireworks and the conditions to protect health, safety, aesthetics, and such other conditions the City Council finds reasonably necessary that applicants must satisfy to receive the permits.

(b) The City Council shall establish, by resolution, an application fee for the lottery to be eligible for an annual permit to store or sell safe and sane fireworks.

(c) It is unlawful for any person to engage in the sale or distribution of safe and sane fireworks within the City of Tracy without first having secured an operational fire permit and a temporary use permit to do so from the City Manager or designee.

(d) It is unlawful to store safe and sane fireworks within the City of Tracy without first having secured an operational fire permit and a temporary use permit to do so from the City Manager or designee.

(e) The annual permit fee for the sale of safe and sane fireworks shall be set by resolution of the City Council and payable prior to permit issuance.

(f) A temporary use permit and City business license is required pursuant to this Code.

(g) Lottery awardees and alternates, as defined by the process set forth in a Council resolution pursuant to section 3.04.050(b), may apply for an operational fire permit prior to the end of April of each year.

3.04.050 - Maximum number of safe and sane fireworks permits issued—Selection procedure.

(a) The maximum number of permits to sell safe and sane fireworks, which the City may issue during any one calendar year, shall not exceed one permit for each 10,000 resident population or portion thereof. No more than one safe and sane fireworks stand can be operated under each permit. Only nonprofit organizations, as defined in this chapter, are eligible for such permits.

(b) City Council shall provide, by City Council resolution, a process for a lottery to determine which nonprofit organizations, including alternates, will be eligible to apply for an annual permit to sell and store safe and sane fireworks.

3.04.060 - Applications for safe and sane fireworks sales permit lottery.

Applications for the lottery to be eligible to apply for a permit to store or sell safe and sane fireworks may be filed during normal business hours from November 1st of each year up to and including the first Thursday of December of the same year, at which time the filing period for that year will close. All applications shall be submitted in writing to the City Manager or designee, on forms provided by the City and meet the following conditions:

(a) The applicant is a nonprofit organization as defined in this chapter. Each nonprofit organization shall establish status as a 501(c) tax-exempt organization and provide a certificate of good status from the California Secretary of State and an entity status letter showing good status with the California Franchise Tax Board at the time of application. The letters shall be dated within sixty (60) days of application. The letters are required to be submitted with the application and if not submitted, the application will be rejected.

1. Public school organizations shall provide current written verification of an affiliation from the school each year. Public school organizations shall establish status as a 501(c) tax-exempt organization as a separate entity from the school and must possess a nonprofit identification number.

2. Each nonprofit organization may file an application for one sales permit for which there is only one tax ID number.

(b) The nonprofit organization must possess a nonprofit identification number. However, a given identification number may not be used by more than one organization. Should the City Manager or designee determine that more than one organization has submitted the same nonprofit identification number, the City Manager or designee shall notify the organizations in writing and give each of them the opportunity to correct the situation prior to the deadline provided in this section to ensure compliance with this section. If such compliance is not achieved, none of the affected nonprofit organizations shall be eligible to receive a permit.

(c) Applications shall be signed by two (2) bona fide officers of the eligible nonprofit organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by state laws, administrative regulations, and all requirements of this Code and the permit if permission to operate a safe and sane fireworks stand is granted to the organization, and both:

(1) has not been found by any court of competent jurisdiction or City administrative hearing officer to be in violation of any civil or criminal, local, state or federal law relating to fireworks within twenty-four (24) calendar months prior to the organization's submittal of an application for a permit to sell safe and sane fireworks, and

(2) has not had a permit to sell safe and sane fireworks revoked within twenty-four (24) calendar months prior to the organization's submittal of an application for a permit to sell.

(d) (1) Should the City Manager or designee determine that a lottery awardee does not satisfy these requirements or otherwise comply with requirements of this Chapter, the lottery awardee's application shall be denied.

(2) If an awardee is found to have falsified or misrepresented its status as an eligible organization as defined by this Chapter, or provided false information on the approved application, the organization will be ineligible to apply for a safe and sane fireworks sales permit for a period of two (2) years.

3.04.070 - Documents and fees required for fireworks sales permit issuance.

(a) In addition to all other requirements contained in this chapter, each lottery awardee shall comply with each of the following requirements:

(1) Apply for an operational fire permit to store or sell safe and sane fireworks on a form approved by the City Manager or designee with the required permit fee as established by City Council resolution paid prior to permit issuance.

(2) State of California Fire Marshal's firework retail license.

(3) Provide proof of a temporary sellers permit from the State Board of Equalization.

(4) Sign a form provided by the City, whereby the lottery awardee agrees to indemnify and hold harmless the City, its officers, employees, volunteers and agents from any and all claims,

damages, demands, liability, costs, losses, and expenses, including, without limitation, court costs and reasonable attorneys' fees arising out of or in connection with the permittee's sale of safe and sane fireworks, except such loss or damage which was solely caused by the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, or agents.

(5) Furnish to the City proof of coverage by a policy of public liability and property damage insurance. The policy shall provide limits of bodily injury and property damage liability of not less than five million dollars ($5,000,000.00) combined single limit for each occurrence annually as payment for damages to persons or property which may result from or be caused by the public sale or storage of safe and sane fireworks, or any negligence on the part of the permittee or his or her agents, servants, employees or subcontractors relating thereto.

(6) Obtain a temporary use permit from the City of Tracy and provide any other information as may be required by the City Manager or designee.

(7) A site plan of the fireworks sales stand area, to scale, shall be provided. The site plan shall include site location, fireworks sales stand location, parking areas, access to and from the fireworks sales stand area, all equipment to be used at the fireworks sales stand and the locations for the equipment, location of trash area, location of trailer parking area, and any additional information as requested by the City Manager or designee, in compliance with the operational fire permit requirements.

(b) The City Manager or designee may revoke, immediately and without notice or hearing, the safe and sane fireworks sales permit of any organization when any of the provisions of this Code, the Health and Safety Code, the Uniform Fire Code, the California Code of Regulations, or any other applicable law or regulation are violated. The decision of the City Manager, or designee, shall be final.

(c) Revocation of any permit will be effective for that calendar year.

(d) Permits for retail sales of safe and sane fireworks issued pursuant to the provisions of this section are not transferable to any other person or organization and are issued for the purpose of operating a single safe and sane fireworks sales booth at the approved location. The permit may be used only by the organization to which it is issued.

(e) Each applicant that has been granted a permit shall have no less than two (2) members of its sales staff attend an operator safety seminar approved and supervised by the City Manager or designee.

3.04.080 - Operation of safe and sane fireworks stand only by permittee.

(a) It is unlawful for the permittee organization to allow any person or entity other than the permittee organization to operate the safe and sane fireworks sales stand for which the permit is issued, whether by agreement, assignment or otherwise. Violations will result in the immediate loss of the organization's permit.

(b) It is unlawful for any nonprofit organization to pay any consideration to any person for selling or otherwise participating in the sale of safe and sane fireworks at such fireworks sales stand, except the hiring of a night watchman or security officer.

(c) Each fireworks sales stand must have a minimum of one adult twenty-one (21) years of age or older in attendance and in charge thereof while safe and sane fireworks are stored therein.

(d) No person may sleep in or remain in the fireworks sales stand after close of business.

(e) All unsold safe and sane fireworks must be removed from the fireworks sales stand during nonsale hours and stored in a centrally located, locked metal container or other secure and fire-safe structure during nonsale periods. Each permittee shall provide a storage location and container for storage of its stand's fireworks. The container shall be approved by the City Manager or designee and located in an M-1 or M-2 zoned location approved by the Development and Engineering Services Director and the City Manager or designee. Such storage shall comply with all requirements of this Code,

including applicable additional permit requirements. Permittees may satisfy these storage requirements through the use of a safe and sane fireworks wholesaler, provided such wholesaler also complies with all requirements of this Code, including additional permit requirements.

(f) Each fireworks sales stand must have on duty at all times during the sales period at least one salesperson who attended the City of Tracy operator safety seminar, required pursuant to section 3.04.070.

(g) Permittees shall require all persons who appear to be under the age of thirty (30) years to provide proof of age and shall make no sales of safe and sane fireworks to persons younger than eighteen (18) years of age.

3.04.090 - Requirements of safe and sane fireworks sales stand.

All retail sales of safe and sane fireworks shall be made from within a temporary fireworks sales stand only, and sales from any other building or structure are hereby prohibited. Safe and sane fireworks sales stands are subject to the following requirements:

(a) No fireworks sales stand shall be put in place by the permittee any earlier than 8:00 a.m. on June 20 of each year, provided there is no sale or storage of safe and sane fireworks prior to the time periods set forth in section 3.04.030.

(b) No fireworks sales stand shall be located within twenty-five (25) feet of any building or structure, within five (5) feet of any curb line, or within 100 feet of any gasoline pump.

(c) A minimum of 100 feet shall be maintained from any building used as a school, day care, hospital, place of detention, public garage or place of assembly that can accommodate 300 or more occupants and the fireworks sales stand.

(d) A minimum of twenty (20) feet of separation shall be provided between the fireworks sales stand and the parked vehicles of the public.

(e) No fireworks sales stand shall interfere with required site access, circulation, fire lanes or fire hydrants.

(f) No weeds or other combustible materials are permitted within twenty-five (25) feet of any fireworks sales stand.

(g) No generators shall be allowed within twenty-five (25) feet of any fireworks sales stand.

(h) Smoking and the consumption of alcoholic beverages shall not be allowed within fifty (50) feet of any fireworks sales stand and "No Smoking" signs shall be displayed on and in the fireworks sales stand.

(i) Each fireworks sales stand shall be provided with two (2), two and one-half (2.5) gallon pressurized water-type fire extinguishers, or two (2) 2A10BC dry chemical/powder-type fire extinguishers, in good working order, and easily accessible for use.

(j) The permit to sell safe and sane fireworks shall be displayed in a prominent place within the fireworks sales stand and shall at all times be visible to members of the public.

(k) Fireworks sales stands shall be either twenty-four (24) or thirty-two (32) feet long by eight (8) feet wide. Fireworks sales stands twenty-four (24) feet in length shall have two (2) exits and a maximum occupancy of six (6) people. Firework sales stands thirty-two (32) feet in length shall have three (3) exits and a maximum occupancy of eight (8) people.

(l) All fireworks sales stands shall be built and maintained in accordance with the safety requirements of the City prior to opening for business.

(m) All unsold safe and sane fireworks and accompanying litter shall be cleared from the location by 5:00 p.m. on July 5, and the fireworks sales stand shall be removed from the temporary

location by 12:00 p.m. on July 9 of each year. If the permittee does not remove the fireworks sales stand and/or clean the sales site as required, the City may do so, or cause the same to be done, and the reasonable cost thereof shall be charged against the permittee.

3.04.100 - Locations for discharge.

(a) It shall be unlawful and a misdemeanor to discharge any dangerous or safe and sane fireworks, on public, semipublic or private open areas such as parking lots, vacant properties, or open commercial or industrial areas, except in those areas approved by the City Manager or designee as provided in section 3.04.020 of this chapter.

(b) It is unlawful for any person to ignite, explode, project, or otherwise fire or use, any safe and sane fireworks, or to permit the ignition, explosion or projection thereof, upon or over or onto the property of another without his or her consent, or to ignite, explode, project, or otherwise fire or make use of, any safe and sane fireworks within ten (10) feet of any residential dwelling or other structure.

(c) It is unlawful for any person to discharge any safe and sane fireworks within 100 feet of a fireworks sales stand.

(d) When discharging safe and sane fireworks, a water source must be within 100 feet of the discharge location.

3.04.110 - Sales and use by minors.

(a) It is unlawful for any person under the age of eighteen (18) to sell, or handle for sale, any classification of fireworks.

(b) It is unlawful for any person under the age of eighteen (18) to purchase or be allowed to purchase any classification of fireworks.

(c) It is unlawful for any person having the care, custody or control of a minor under the age of eighteen (18) to permit such minor to discharge, explode, fire, or set off any safe and sane fireworks, as defined herein, unless such minor does so under the direct supervision of a parent or guardian, or such other person having care, custody or control of such minor.

3.04.120 - State law.

The provisions of this chapter are in addition to applicable state and federal law, including, but not limited to, the State Fireworks Law (California Health and Safety Code, Sections 12500 through 12726), the State Fireworks Regulations (Title 19, California Code Regulations, Chapter 6), the California Fire Code and any and all other state or federal laws or regulations pertaining to the sale or use of fireworks.

3.04.130 - Violation.

Any violation of any of the provisions of this chapter is a misdemeanor, and may be enforced by any of the methods provided in chapter 1.04 of this Code.

3.04.140 - Enforcement.

Sworn Peace Officers and other City staff with training in the powers of arrest and designated by the Police Chief or Fire Chief are authorized to enforce this chapter pursuant to section 3.04.130, above."

SECTION 2: 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 3: 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 4: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 5: 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. (Government Code section 36933)

* * * * * * * * * * * * *

The foregoing Ordinance 1263 was introduced at a regular meeting of the City Council of the City of Tracy on the 4th day of September, 2018, and finally adopted on the 18th day of September, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.I

REQUEST

APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION, AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

EXECUTIVE SUMMARY

The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Police Officers Association (TPOA) expired on June 30, 2018. Representatives from the City and TPOA met and conferred in good faith and negotiated a new MOU. The term of the attached MOU is for 36 months (three years), effective on July 1, 2018, and expires June 30, 2021. However, the FY 2018/19 salary adjustments and increased contribution to deferred compensation are effective on the first full pay period after Council approval of this item.

DISCUSSION

There are three key changes in the TPOA MOU. The key changes are as follows:

1. Salary Adjustments for all classifications:

First Full Pay Period after Council approval	4% salary adjustment
July 2019	4% salary adjustment
July 2020	4% salary adjustment

2. Increase P.O.S.T. Advanced Certification pay by 1% effective the first full pay period after Council approval.

3. City contribution of 1.25% deferred compensation effective the first full pay period after Council approval with an additional City contribution of 1.25% deferred compensation effective July 2019.

Other changes to the MOU consist of adding provisions or amendments to include updated statutory language or to further clarify current practices.

The City's Master Salary Schedule contains the salary changes for employee classifications that are part of TPOA. The Master Salary Schedule must be amended to reflect the terms of the new MOU as listed in Exhibit A.

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 financial impact to the City contained in the changes to the sections of the MOU listed above for the term of this MOU is shown in the table below:

	FY 18/19	FY19/20	FY 20/21
	Year 1 Effective October 2018	Year 2 Effective July 2019	Year 3 Effective July 2020
General Fund	$ 456,155	$ 1,109,093	$ 1,490,721
Non- GF	$ -	$ -	$ -
Total	$ 456,155	$ 1,109,093	$ 1,490,721

RECOMMENDATION

That the City Council, by resolution, approve the Memorandum of Understanding between the City of Tracy and the Tracy Police Officers Association, authorize the City Manager to increase appropriations, and authorize an amendment of the City Master Salary Schedule.

Prepared by: Kimberly Murdaugh, Interim Director of Human Resources

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

Approved by: Randall Bradley, City Manager

Attachment: Exhibit A - Tracy Police Officers Association (TPOA) Memorandum of Understanding
Exhibit B – Master Salary Schedule

EXHIBIT A

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

TRACY POLICE OFFICERS ASSOCIATION (TPOA)

July 1, 2015~~58~~ Through June 30, 2021~~18~~

Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.ci.tracy.ca.us

TRACY POLICE OFFICERS'ASSOCIATION MOU

July 1, 2018~~5~~ – June 30, 2021~~18~~
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MEMORANDUM OF UNDERSTANDING
Between

CITY OF TRACY
and
TRACY POLICE OFFICERS ASSOCIATION
Effective July 1, 2018~~5~~ through June 30, 2021~~18~~

Tracy Police Officers and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Police Officers Association, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018~~5~~ and ending June 30, 2018.

Section 1. Recognition

1.1 Association Recognition

Tracy Police Officers Association, hereinafter referred to as the "Association," is recognized as the exclusive representative as provided in the City's Employer-Employee Relations resolution for all employees assigned to the classifications set forth below:

Police Corporal
Police Officer
Police Sergeant
Police Officer Trainee

1.2 City Recognition

The City Manager or, where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City".

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical or mental disability, which does not prevent an employee from meeting the minimum standards established.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

Employees shall be entitled to have dues deducted by filling out, signing and filing with the City an authorization form provided by the City.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City shall be transmitted monthly to the party designated in writing by the employee organization as the party authorized to receive the funds, at the address specified.

Association shall indemnify, defend, and hold the City harmless against the claims made and any suit instituted against the City on account of check-off of employee organization dues. Any amounts paid in error shall be adjusted in subsequent payment.

3.2 Use of City Facilities and Bulletin Boards

The Association may, with the prior approval of the City Manager, or his/her designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment, normally used in the conduct of business meetings, such as desks, chairs, and blackboards, will be made available to the Association.

The Association may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

3.3 Meetings

Elected officers may use the time bank defined in Section 4.3, or their own accrued vacation or compensatory time, to attend meetings for the benefit of the Association, with forty-eight (48) hour notice to the Department, providing such absence does not create additional overtime.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any employee who is directed to attend a meeting, at which one of the issues is the proposed discipline of said employee, shall be entitled to a representative at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The City agrees to provide the Association's representative reasonable release time to prepare for grievance or discipline meetings with the City. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the meeting.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted Association officers and their officially designated representatives, for the purpose of contacting employees concerning business within the scope of representation. Such employees or representative shall not enter any work location without the consent of the Police Chief. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the Association such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during on-duty hours.

The Association shall designate, in writing to the Personnel Officer, the names of the representatives listed above.

4.3 Donate Compensatory Time

TPOA members may contribute compensatory time to a special account for the use of Association officers or their designee(s). Contributions or use shall be by written authorization of the Association President. Individual officers may use up to, but no more than, thirty-two 32 hours per fiscal year from the special account for attendance at meetings, seminars, etc. on the behalf of the Association. The special account shall accumulate no more than sixty-four (64) hours of compensatory time at any time.

4.4 List of Employees

~~Up to twice a year and upon request, the City shall furnish to the designated Association representative the names and classifications of employees assigned to classifications in the Association; provided, however, the City shall not be required to provide such information in any format other than one already used by the City.~~

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), the City shall provide the exclusive representative for the TPOA with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the TPOA once every 120 days. In addition, a report of all TPOA hires will be provided to the exclusive representative within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

4.5 Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association shall be given the opportunity to meet with management representatives prior to adoption.

4.6 Release Time for Representation

Up to four (4) Association representatives shall be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

4.7 Investigation of Employee

The City agrees that, except in cases of alleged criminal misconduct, an employee shall be notified, either orally or in writing, within a reasonable time frame, of the initiation,

by the City or Department, of any investigation involving the employee and the nature of the complaint and/or conduct under investigation.

4.8 Peace Officers Bill of Rights

The City agrees to adhere to the provisions of the Peace Officers Bill of Rights (POBR) as contained in California Government Code Sections 3300-3311, in all matters in which the provisions of the POBR apply.

Section 5. Salary

5.1 Salary Plan

The semi-monthly salary range for each classification is shown in Exhibit A Salary Schedule.

The rates of pay set forth in this Section represent the standard rate of pay for each classification.

Employees occupying a position in a classification covered by this Agreement shall be paid at a base salary within the range established for that position's classification.

~~Effective the first full pay period in January 1, 2016, salary ranges for classifications in this unit shall be increased by 3%.~~

Effective the first full pay period ~~July 1, 2018~~6after Council approves a successor MOU in open session in 2018, salary ranges for classifications in this unit shall be increased by four (4%)~~2~~%.

Effective the first full pay period after Council approves a successor MOU in open session in 2018, the City shall contribute 1.25% of an employees' base salary into their~~employees~~ deferred compensation plan.

Commented [ML1]: This should state that it t is % of base salary. Also given the issue we had with TSSU – a statement that it is paid per pay period.

Effective the first full pay period in ~~January~~July 1, 201~~9~~7, salary ranges for classifications in this unit shall be increased by four (4%)~~3~~%.

Effective the first full pay period in July, 2019, City shall contribute 1.25% of an employees' base salary into their~~employees~~ deferred compensation plan.

Commented [ML2]: Same comment as above.

Effective the first full pay period in July 1, 20~~20~~17, salary ranges for classifications in this unit shall be increased by four (4%)~~2~~%.

5.2 Pay Days

Employees shall be paid twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as work in a higher classification, overtime, vacation, and sick leave usage shall be processed and paid or reported on the subsequent paycheck.

5.3 Entry Salary

Each new employee shall be paid at the first step at the range for the classification in which he/she is hired which is in effect at the time of hire. If the employee possesses exceptional training or experience, that employee may start at a step above the first step with the approval of the Police Chief or the City Manager in accordance with the City's Personnel Rules and Regulation.

5.4 Salary Range

Each classification shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

Whenever the schedule of compensation for a classification is revised, the employee shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range

5.5 Salary Upon Promotion

When an employee is promoted, he/she shall normally receive the first step in the salary range for his/her new position. However, if such step results in a salary increase of less than five percent (5%), he/she shall receive a minimum of five percent (5%) increase, provided that in no event will the new salary be above Step E of the promoted salary range.

5.6 Salary Upon Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the salary, which most closely approximates the employee's salary in the higher classification; in no event shall that new salary be above Step E of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification

An employee who is assigned to perform the duties of a position in a higher classification shall receive the pay for that higher classification (out of class pay) for all hours ~~so assigned~~ worked when the employee has worked in that classification for the period of ~~a regularly~~ four (4) consecutive assigned shifts or longer. After making such assignments, the City shall not reassign for the sole purpose of avoiding payments for such higher amounts. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS.

Employees temporarily assigned to a higher classification shall be covered by this Agreement and shall receive the benefits afforded by it except when temporarily assigned to a position that is FLSA exempt, the employee so assigned shall not be entitled to the overtime benefits contained in this agreement. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum five percent (5%) increase but no less than Step A and no more than Step E of the higher classification. If the five percent (5%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Details regarding the processing of Personnel Action Forms and effective dates for Out of Class Pay are contained in the Administrative Procedure on Out of Class pay, effective March 1994.

Sergeants: When Sergeants are appointed to fill the duties of a higher classification, compensation will be paid at Step A of the higher classification or at five percent (5%) over the member's current class, whichever is greater, after ~~ten~~ four (4) consecutive ~~calendar~~ work days of working in the higher classification, retroactive to the first day.

5.8 Retirement Benefits

Employees hired by the City of Tracy on or before July, 1, 2010 and covered by this agreement shall receive CalPERS three percent at age 50 (3% at 50) and "single highest year" formula. Employees hired by the City of Tracy on or after July 2, 2010 through December 31, 2012 and covered by this agreement shall receive CalPERS three percent at age 55 (3% at 55) and "single highest year" formula.

Employees hired by the City of Tracy on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (PEPRA) 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.

Employees who receive the CalPERS retirement formula of 3% @50, or 3% @55 shall pay the 9% of salary of employee contribution towards employee statutory share of

CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by ~~the Public Employees' Pension Reform Act,~~PEPRA, currently calculated at fifty percent (50%) of 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.

~~Effective as soon as administratively possible, i~~In accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the 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% employer rate contribution by the employee or such employee contribution to the employer share becomes contrary to any subsequent rules, regulations and/or law(s) rendering the contribution null and void, the corresponding salary increases by the City conferred in this section shall also cease and become null and void.~~

Retirement Payment
Upon completion of thirteen (13) years of continuous employment with the Tracy Police Department, Police Officers, Corporals, and Sergeants shall be eligible for one (1) month of pay to be paid at the time of retirement from the City of Tracy or upon promotion to a position elsewhere in the City. Employees who terminate employment for other reasons shall not be entitled to the retirement payment.

5.9 Advancement (Step Increases)

At the completion (see section 17.2 – entry level officers start at step A and received a step increase after 12 months although their probation does not end until completion of 18 months) of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based upon satisfactory performance, as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided. Recommendation by the Police Chief and approval of the City Manager will be required.

Section 6. Hours of Work

6.1 Workweek & FLSA Work Period

Unless otherwise designated by the Police Chief, or for employees assigned to a 4-11 schedule as detailed ~~in Exhibit D~~ below, ~~Alternative Work Schedule Agreement 4-11 Alternative Work Schedule,~~ the workweek for all Police Unit employees shall be from Sunday 12:00 am through the following Saturday 11:59 pm if on a 4-10 workweek. If on

a 9/80, the workweek will be 12:00 pm on Friday through 11:59 am the following Friday. ~~, or halfway through the work day on Friday until halfway through the work day on the following Friday if on a 9/80 workweek.~~ The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

4-11 Alternative Work Schedule

1. Description:

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For employees working the 4-11 schedule shall be subject to the 7K exemption of the Fair Labor Standards Act (Exemption – 40 hour per week employees). The employees will be entitled to overtime when they work 171 hours in a 28-day period. The designated work schedule shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently as economically as possible. The 4-11 work schedule is a 4-day workweek with 11-hour shifts, applied to the Patrol Unit within the Field Operations Division. Personnel are assigned to one of two teams; "A-Team" or "B-Team" and will remain with the same team the entire year. Each team will have three squads: days, swings, and graves. The start and end times for each of these squads shall be determined based upon the needs of the Department, as determined by the Chief of Police. Days off are rotating.

Employees assigned to the 4-11 work schedules shall have a regular work schedule not to exceed 171 hours within a 28-day work period. The work schedule rotation is based on an 8-day cycle with each employee working 4 consecutive days of 11-hour work shifts followed by 4 consecutive days off. The 8-day cycle will advance the employee's workday and days off one day for every cycle. The cycle will repeat every 8 weeks. There are 13, 28-day FLSA work periods (one year).

One team will work 183 11-hour regular patrol shifts totaling 2013 hours during the year. Employees shall work an additional 67 hours during the 13, 28-day FLSA work periods for a total work year of 2080 hours, The 67 hours will be scheduled as 6, 10-hour training days and the remaining 7 hours as special event sign up, further detailed under "Make-up Work Hours".

The other team will work 182 11-hour regular patrol shifts totaling 2002 hours. Employees shall work an additional 78 hours during the 13 28-day FLSA work periods for a total work year of 2080 hours. The 78 hours will be scheduled as 6, 10-hour training days and 7 hours as special event sign up, further detailed under "Make-up Work Hours". The remaining 11 hours will be added to their payback

hours. Employees will be able to pay back these hours by working an extra 11-hour shift or by work day extensions until all owed hours are worked.

Employees shall be scheduled to work "Make-up Work Hours", without exceeding 171 hours in the 28-day FLSA work period to avoid overtime payment.

2. Make-up Work Hours:

As detailed above, employees assigned to the 4-11 work schedule shall be scheduled to work 67 hours or 78 hours per year in addition to their scheduled workdays to attain 2080 work hours within a calendar year. These hours will not receive additional compensation and are "Make-up Work Hours" already factored into the pay rate calculated for 2080 work hours annually. "Make-up Work Hours" will be scheduled on the employees' days off as follows"

- 6, 10-hour training days each calendar year totaling 60 hours. The training days shall be pre-scheduled for all employees at the beginning of the calendar year.
- 1, 7-hour pre-scheduled work shift to staff special events.
- 11 hours will be added to the pay back hours of employees working the team with 182 11-hour patrol shifts. These hours can be paid back by working an extra 11 hour shift or work day extensions.

"Make-up Work Hours" shall be scheduled so they do not result in an employee exceeding 171 hours in the 28-day FLSA work period. To achieve this, employees' shall not be scheduled for more than one 10-hour training day within a 28-day work period.

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Make-up Work Hours will be recorded and tracked through an added code to the time sheet. If an Employee calls in sick on their scheduled Make-up Work day, sick leave shall not be used to make-up any part of the hours. An employee calling in sick for scheduled Make-up Work Hours shall be rescheduled based upon the needs of the Department.

On or about August 31 of each calendar year, the Field Operations Division Commander will audit outstanding "make-up work hours" owed by each employee, ensuring remaining hours owed by individual employees have been scheduled. If an employee is unable to pay back the hours by December 31 of that year, the hours will be deducted from his or her accrued vacation or compensatory time off banks or from his or her last paycheck of that year, to the extent permitted by law.

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3. Implementation:

The 4-11 work schedule will be implemented on January 1st of each calendar year.

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Employees assigned to the 4-11 work schedule shall select their team and squads in accordance with the *Patrol Officer, Corporal, and Patrol Sergeant Shift Selection Process* adopted in the ASSOCIATION Memorandum of Understanding.

The 4-11 work schedule may, or may not, have implications on compensable time listed hereafter and are addressed as follows:

a. Training – Officers assigned as Canine Handlers and to the Crisis Response Unit may be subject to training on their days off and shall be compensated with overtime pay if required to work on a scheduled day off. This determination shall be based upon the needs of the department, at the discretion of the Chief of Police.
b. Overtime and Overtime Call-Back – Overtime is work which is in excess of the regularly scheduled 11 hour work shift or in excess of 171 hours worked per 28-day cycle, which has the approval of the Police Chief or his/her designated representative. Employees who are called to work prior to their normal work schedule but continuous with their normal work schedule shall receive overtime for hours worked before their normal work schedule begins.
c. Sick Leave Accrual and Usage – Sick leave may not be utilized to make-up any part of the payback hours outlined in the "Make-up Work Hours". Employees who report sick and are unable to work scheduled "make-up" work hours may be required to present a doctor's note certifying the inability to report to work, to the extent permitted by law.

4. Alternative Schedules

All employees not working in the Patrol Division who are currently working a 4-10 schedule will remain doing so.

6.2 Detective Standby Duty

Detectives will be assigned to work holidays as part of their regular work schedule and shall receive holiday pay in accordance with this Agreement in the same manner and application as Patrol.

When detectives are assigned standby duty at times other than their normal work hours, the City will provide a City-owned car which may be taken home and driven by the standby detective when called back to work**.** In addition, each Detective assigned the weekly stand by rotation will be paid sixteen (16) hours of straight-time pay for each week so assigned. In the event an employee assigned Standby is unable to complete the full week so assigned, the pay shall be prorated and the employee who provided the standby coverage shall be paid for the dates served.

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The Sergeant assigned to the Detective Unit shall be paid Two Hundred Ninety Dollars ($290.00) per month for standby duties.

Effective upon adoption of this Agreement, Standby Pay shall be issued on the pay check following the pay period in which the standby occurred.

In the event a detective is called back to work at a time other than the regularly scheduled work hours, he/she will be compensated in accordance with the provisions of Section 7 of this Memorandum of Understanding.

6.3 Scheduling of School Attendance

Shift trades between employees, arranged by an employee for the purpose of attending school, will be approved whenever operationally feasible.

6.4 Notice of Schedule Change

The Department shall provide at least forty-eight (48) hours advance written notice to each employee whose regular hours of work are being changed.

6.5 Shift Selection – Patrol Officer

- At least 60 days prior to January shift change of each calendar year, officers shall select shifts, by seniority, for the next full calendar year.
- The Department reserves positions on each shift for:
  - Canine Officers
  - Probationary Employees (limited to one slot per shift)
- Officers are provided with a minimum of 72 hour advanced notice of their scheduled shift selection time, which is a period of 15 minutes. Officers who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor, or submit a written selection in advance. In the event an officer fails to make a selection during his or her designated time, the officer is relegated to those shifts available when the officer reports to select his/her shift.
- During January, following shift selection, each officer is requested to schedule a minimum of 80 hours of vacation for the calendar year. Vacation selection shall be made in seniority order during shift selection. Vacation requested after annual leave selection shall be approved on a case-by-case basis.
- Officers returning to patrol from special assignments are assigned to existing shift vacancies, until they are able to participate in the next shift selection process.

Department agrees to continue the practice of anticipating special assignment rotations and to allow officers near the end of the special assignment rotation to participate in the annual shift selection process. In addition, the Department agrees

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to continue practice of allowing officers within the last three months of probation to participate in the annual shift selection process.

- Probationary officers are exempt from shift selection. The Department shall assign probationary officers to shifts and rotate as deemed appropriate by the Department.
- Vacancies that occur during the year following shift selection shall be filled/assigned by the Department until the next shift selection process.
- The Department reserves the right to propose modifications to the shift selection system during the term of the Agreement. The Department agrees to meet and confer with the Association prior to implementing any changes.

6.6 Shift Selection – Corporal and Sergeants

- The shift schedule for the calendar year will consist of two, six month periods with shift changes in early January and July.
- Sergeants are provided with a minimum of 72 hours advanced notice of their scheduled shift selection time, which will be a period of 15 minutes. Sergeants who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor, or submit a written selection in advance. In the event a sergeant fails to make a selection during his or her designated time, the sergeant will be relegated to the end of the seniority list.
- During January following shift selection, each sergeant is required to schedule a minimum of 80 hours of vacation for the calendar year. Vacation selection shall be made in seniority order during shift selection. Vacation requested after annual leave selections shall be approved on a case by case basis.
- Sergeants returning to patrol from special assignments are assigned to existing shift vacancies until they are able to participate in the next shift selection process. Department agrees to continue the practice of anticipating special assignment rotations and to allow sergeants near the end of the special assignment rotation to participate in the annual shift selection process. In addition, the Department agrees to continue practice of allowing sergeants within the last three months of probation to participate in the annual shift selection process.
- Vacancies that occur during the year following shift selection shall be filled/assigned by the Department until the next shift selection process.
- In addition, the Department reserves the right to propose modifications to the shift selection system during the term of the Agreement. The Department agrees to meet and confer with the Association prior to implementing any changes.
- Reducing this shift selection process to writing does not constitute a waiver of rights on the part of the City as enumerated in Section 23 of the MOU.

Section 7. Overtime Call-Back

7.1 Definition

Overtime is work which is in excess of the regularly scheduled work shift or in excess of one hundred and sixty (160) hours worked per twenty eight (28) calendar day work

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cycle or in excess of forty (40) hours per work week, which has the approval of the Police Chief or his/her designated representative. Notwithstanding the foregoing, employees who work the 4-11 schedule as set forth in Exhibit D are entitled to overtime for any hours worked in excess of 171 hours in a 28-day work cycle. Overtime shall be paid for work in excess of the regularly scheduled 11 hour and 10 minute work shift and as described in Exhibit D, Section 3b. Overtime shall also be paid for work performed on the employee's scheduled days off except as set forth in Exhibit D for employees working a 4-11 schedule.

7.2 Scheduled and Emergency Overtime

Unless excused by the Police Chief, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. A sign-up sheet will be used for scheduled overtime and will go up as soon as the need is known or at least two weeks in advance whenever possible. In the event that no employee signs up for the posted scheduled overtime, the overtime shift will be assigned and when feasible the employee will be provided 72 hours notice. ~~This sign-up sheet will be taken down 72 hours prior to the overtime shift and the shift will then be assigned.~~ Failure or refusal by the employee, to work overtime in accordance with this provision, shall be grounds for discipline.

7.3 Overtime Compensation

The regular rate of pay is computed by the following formula: monthly salary times twelve (12) months divided by two thousand eighty (2080) hours. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay if paid, or taken as compensatory time.

7.4 Compensatory Time

The employee, at the employee's option, may request, through the Police Chief, compensatory time off (CTO) or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Police Chief to assure assignment of adequate personnel to provide and maintain the City services. Employee must have sufficient hours available in CTO bank at the time the CTO requested in submitted. No employee may accrue more than one hundred twenty (120) hours of compensatory time. The employee shall receive paid overtime for all hours worked in excess of the one hundred twenty (120) hours.

Employees assigned by the Police Chief to a Detective assignment shall be allowed to accrue up to a maximum of one hundred and forty (140) hours of compensatory time during the time period so assigned. Detectives shall receive paid overtime for all hours worked in excess of the one hundred forty (140) hours.

Any employee may request to take CTO, which shall be by mutual agreement between employee's supervisor and the employee. The department will grant an employee request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the date requested without undue disruption; 2) does not fall on a mandatory training or maximum deployment day listed in the Patrol Calendar; and 3) the employee make the request in writing to the supervisor no later than five (5) days prior to the date requested. Undue disruptions occur when the department falls below minimum staffing for a shift, during special events when maximum staffing is required, and where the employee(s) absence would interfere with the successful operation of the department as a whole.

7.5 Call-Back Pay

Any employee, who is called back to duty**,** shall be paid at the overtime rate for a minimum of three (3) hours for each call back. In the event that separate call-backs overlap within a three (3) hour period, the employee will be paid for one minimum of three (3) hours at the overtime rate and for any additional hours worked at the overtime rate.

Notwithstanding the above, if the return to work is contiguous with the employee's scheduled work day and the employee is provided with a minimum of four (4) hours advance notice, the employee shall not be paid Call Back Pay but will be paid at the overtime rate for hours worked prior to the start of the employee's regular shift.

7.6 Court Appearances

Employees who are required to testify in court in their official capacity as a police officer within one (1) hour after their scheduled work shift, or conclude the court appearance within one (1) hour before, their scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police officer shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

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*

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

Short Term Assignments
Additional employees, excluding Police Corporal, assigned short term Field Training Officer duties, shall receive special assignment pay for those pay periods in which such duties are performed.

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.

8.2 Education Incentive Pay

Police Officers and Police Corporals
The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of employees who possess a POST Intermediate Certificate.

The City shall pay a five percent (5%) incentive on the existing salary step and range of employees who possess an Associates of Arts degree in Police Administration, or a related field.

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of employees who possess a POST Advanced Certificate. Effective the first full pay period in July 2018 or the pay period after Council approves a successor MOU in open session, whichever is later, the City shall pay a three and one-half percent (3 ½%) incentive on the existing salary step and range of employees who possess a POST Advanced Certificate.

Sergeants

The City shall pay five percent (5%) on the existing salary step and range of Sergeants who possess an Associate of Arts Degree or higher degree in Police Administration, or a related field.

The City shall pay a two and one half percent (2 ½%) incentive on the existing salary step and range of Sergeants who possess a POST Advanced Certificate. Effective the first full pay period in July, 2018 or the pay period after Council approves a successor MOU in open session, whichever is later, the City shall pay a three and one-half percent (3 ½%) incentive on the existing salary step and range of Sergeants who possess a POST Advanced Certificate.

The City shall pay a two and one-half percent (2 ½%) incentive on the existing salary step and range of Sergeant who possess a POST Supervisory Certificate.

Education incentive pay will be included in the base pay rate for the calculation of overtime and holiday-in-lieu pay. Details regarding procedures for education pay are contained in the Administrative Procedures on Education Incentive Pay.

Section 9. Allowances

9.1 Uniforms – Sworn Personnel

The City shall provide a uniform allowance for new employees and an annual maintenance allowance of nine hundred dollars ($900.00).

The City shall provide newly assigned motorcycle officers with one new helmet, one leather uniform jacket, one pair of motorcycle boots, two pairs of breeches, two pairs of safety glasses (one clear and one tinted), and one pair of leather riding gloves, in addition to the annual maintenance allowance.

The uniform allowance shall be paid on the regular payday for the pay period that includes June 30, by a separate check.

9.2 Replacement/Repair of Equipment

The City shall pay for the replacement or repair of Association member's uniform and equipment damaged in the line of duty.

9.3 Equipment and Clothing Return

All City furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.4 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. Such reimbursement does not apply to commuting, to or from his/her residence, by an employee.

9.5 Education Reimbursement

An employee who completes a course of study and receives a grade of C or better may be reimbursed, with the prior approval of the Police Chief, for books, supplies and tuition only for courses taken at public colleges or universities in California, up to a maximum of $1800.00 per fiscal year. Courses taken at any accredited colleges or universities shall be reimbursed at a cost not to exceed the cost of comparable courses offered at the University of California up to a maximum of $1800.00 per fiscal year. Reimbursement shall be made for courses taken towards an Associate of Arts, Bachelor Degree or Master's Degree in the area of Criminal Science, Psychology, Organizational Management, Public Administration or other curriculum pre-approved by the Police Chief.

For employees who achieve a degree through an accelerated degree program, the employees shall receive reimbursement up to a maximum amount of $7200.00.
Employees who receive such reimbursement agree to remain employed with the City of Tracy for a period of five (5) years, starting on the date program enrollment begins.
Failure to complete this service may result in the employee re-paying the City of Tracy a prorated fee, based upon the cost of $1800.00 per year. Employees who wish to participate in an accelerated program will sign an individual agreement with the City regarding re-payment.
Mileage reimbursement shall only be provided for courses the City directs the employee to attend.

9.6 Credit for Training

The Police Chief, or his/her designee, is responsible for developing employee-training programs. Such training programs may include lecture courses, demonstrations, assignment of reading matter, or other such devices for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. The Police Chief shall file evidence of such activity with the City Manager.

9.7 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

a. Certification from the City that the employee possesses the needed language skills; and
b. Certification from the Police Chief that a particular assignment involves the need for the required skills on a regular basis.

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

Section 10. Holidays

10.1 Paid Holidays for Employees on Monday through Friday Work Schedules

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

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~~The following are authorized holidays:~~

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

~~Floating Holidays (2)~~

~~Saturday and Sunday Holidays~~

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

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

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

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

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

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

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

10.3 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. Holiday pay will be paid on separate checks on the regular payday July 15 and December 15.

Section 11. Vacation Leave

11.1 Vacation Schedule

Employees shall be entitled to vacation pay in accordance with the following schedule:

Date of employment through completion of 5th year - 96 hours per year (4 hours per pay period).

6 - 10 years of continuous employment - 144 hours per year (6 hours per pay period).

11 - 15 years of continuous employment - 160 hours per year (6.67 hours per pay period).

16 years or more of continuous employment - eight (8) additional hours per year up to a maximum of twenty-eight (28) days or two hundred and twenty-four (224) hours maximum annual accrual.

11.2 Vacation Accumulation

Earned vacation time may be accumulated, but the employee shall not be allowed to have an accumulation of more than two (2) times the annual accrual credit at any time without prior approval of the City Manager.

In the event, that an employee's scheduled vacation is canceled by the City, for whatever reason, the employee will be granted an additional six (6) months from the time of such cancellation to reschedule vacation without any loss of vacation accumulation.

Employees as of April 1, 2002, who accrue vacation in excess of twenty-eight (28) days or two hundred and twenty-four (224) hours per year, are considered “grandfathered”.

Any such employee shall be entitled to continue to accrue the same number of days as he/she accrues as of the date March 31, 2002, but shall not receive increased accrual levels after April 1, 2002.

11.3 Vacation Scheduling

Employees shall schedule a minimum of 80 hours of vacation annually with the approval of the Police Chief. Vacations shall be scheduled for the following year by January 15 of each calendar year. Employees, who have insufficient accrued vacation leave to take eighty (80) hours, may utilize compensatory time or may be advanced up to forty (40) hours of vacation leave upon approval of the Police Chief. Employees may not be advanced said vacation leave if the employee has sold vacation leave hours within the last year. Scheduling shall be based upon department seniority.

Representatives of the Association and the Department will meet to discuss details of the vacation selection system.

11.4 Vacation

No employee may take vacation during his/her first six months of employment. All employees shall be entitled to vacation leave upon completion of six months of

employment. The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard, as possible, for the wishes of the employee. Leave may be taken only after it has been earned, subject to the above restrictions.

11.5 Vacation Pay

Upon termination, an employee shall be paid for vacation earned, but not taken, up to the maximum accrual permitted. If the termination date occurs between the first and the 15th day of the month, the employee will not receive vacation credit or pay for that month. If the termination occurs between the 16th and the 30th day of the month, the employee shall be credited and paid for a full month's vacation earnings.

11.6 Leave Buy-Back

Association members are allowed an optional buyback of accumulated leave. Once per calendar year, they may have the City buy back up to 50 percent of accumulated leave, but not more than the equivalent of one year's earning rate for vacation, floating holiday leave, and compensatory time off. The hourly rate for buy back is the annual salary, divided by the annual hours of work.

Section 12. Sick Leave

12.1 Accrual

All employees shall be eligible to accrue sick leave at the rate of:
Eight (8) hours of full pay sick leave for each month of service. For the purpose of this section, month of service shall mean consecutive calendar months.

12.2 Approval

Sick leave may be requested and used as approved by the Police Chief. Approved sick leave shall be paid until the employee's accumulated total of sick leave hours has been exhausted. At that time, the employee shall receive no further pay for sick leave.

An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor prior to the time set for reporting to work. Failure to make reasonable efforts to notify the on-duty supervisor for the use of sick leave, prior to the commencement of the shift for which leave is requested, may result in loss of the sick leave privilege for the subject shift.

12.3 Usage

Sick leave may be requested only in cases of actual 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.

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 pursuant to California Law.

12.4 Doctor's Certificate

The City has a legitimate concern in preventing abuse of sick leave use. If the City has a reason to believe that sick leave is being abused, it may request that an absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Police Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of his/her position.

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three or fewer days after the first three days of paid sick leave are used in a 12-month period.

12.5 Sick Leave Pay Off

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave. If an Association Member employee 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 (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of service 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 including incentives. The retired employee and his/her dependents shall be entitled to continued 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. Thereafter, the employee and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

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

12.7 Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17.8~~0, Section 15~~.

Section 13. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Long Term Disability

The City of Tracy will provide PORAC Long Term Disability at $19.50 to all members of the Tracy Police Officers Association. These members must be actively working and members of PORAC. Any additional costs will be deducted from the employee's checks on an after tax basis.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return may be cause for discharge.

A leave of absence without pay, up to three (3) days can be approved by the Police Chief.

The City may pay health benefits, for up to sixty (60) days, for employees on approved leave of absence without pay as a result of illness or injury in accordance with applicable laws.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence, not to exceed five (5) working days, shall be allowed. The employee may, with his/her department head's permission, use vacation, sick leave, or compensatory time, 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 not be allowed to exceed one (1) day. Such absences shall not be charged to sick leave. Leave begins on the day of the funeral.

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

15.3 Military Leave

(a) Military leave shall be granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty shall provide the City with a copy of the Orders. Employees who are required to engage in weeknight or weekend military drills as part of their inactive military duty, shall provide the City with documentation of the requirement. All employees entitled to military leave shall give the department head an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

(b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after reinstatement.

(c) A person employed by the City to fill a position made vacant by an employee on military leave of absence, shall hold the position, subject to being laid off upon reinstatement of said employee to his/her former position. An employee promoted to fill a position made vacant by an employee on military leave, shall hold such position, subject to being reinstated to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with applicable state and federal laws. A request for maternity leave must be submitted to the City Manager no later than the end of the sixth month of pregnancy.

The City agrees to provide temporary transfer for a pregnant employee to a less strenuous or hazardous position for the duration of the pregnancy: (1) if the employee requests such a transfer and (2) submits verification from her doctor that such reassignment is medically advisable. The type of duty shall be at the discretion of the City and where the transfer can be reasonably accommodated. The City reserves the right to assign the employee to other duties within the City as may be available or as needed.

The City agrees to comply with the provisions of the Family Medical Leave Act and California Family Rights Act.

15.5 Family and Medical Leave Act

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

15.6 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leaves of absence shall be granted, with pay, up to the amount of the difference of the employee's regular earnings and any amount he/she receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary, and general elections.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided.

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

16.1.2 New Employees.

New employees hired on or after September 1, 2006 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.

16.2 Dental

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

16.3 Vision Care

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

16.4 Life Insurance

The City provides Life Insurance in the amount of Fifty Thousand Dollar ($50,000). This coverage will be mandatory for all TPOA employees. 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.

16.5 Cafeteria Plan

16.5.1. 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.

16.5.2 Future Contributions and Cash Out Options.

For employees hired before September 1, 2006, the maximum cash payment shall be set at Nine Hundred and Forty-Three Dollars ($943.00) per month for employees who do not elect a medical plan. For employees hired on or after September 1, 2006, 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).

If premiums increase in the plans to which City employees subscribe effective January 1, 2016 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.

Example: "If the Kaiser Family Plan monthly increase is $100 and the Health Net Family Plan monthly increase is $125 per month, the average dollar amount for the two plans would be $112.50. The City's increase contribution will be $84.38 per month (75% of the premium increase).

For employees who elect two-party or single coverage, the City will also increase the City's contribution to the Cafeteria Plan. The increase shall be limited to the amount necessary to fully cover the plan selected up to a maximum of the dollar amount 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.

16.5.3 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, (3) payment of premium charges for the vision insurance program in which the employee is enrolled, (4) payment of premium charges for life insurance (mandatory).

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 twelve 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.

16.5.4 Notification of Changes in Number of Dependents

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 his/her 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 Resource Designee. No retroactive payments shall be allowed.

16.5.5 Continuance of 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.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Initial Probation

The probationary period for new employees with no prior police work experience shall be eighteen (18) months following successful completion of Police Academy training. Eligibility for a merit increase, from Step A to Step B, will occur after twelve (12) months.

The probationary period for new employees with acceptable prior police work experience shall be one (1) year. The Police Chief may extend the probationary period in increments of up to a maximum of six months.

The Police Chief may extend the probationary period in cases of paid medical or workers' compensation leave up to the remaining period left towards completing the original probationary period

An employee who is in a probationary status may be rejected without cause.

17.3 Promotional Probation

The probationary period for promoted employees shall be six (6) months.

An employee, who has gained regular status and, thereafter, accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a regular employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Police Chief may extend the probationary period in three-month increments, not to exceed one (1) year, if he/she feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be completed. The Police Chief will conduct the report at regular intervals during the probationary period according to rules established by the City Manager.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

a) The City Manager determines that the best interests of the City will be served by promoting from within.

b) The person to be promoted meets the minimum qualifications of the promotional position.

c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

18.2 Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

a) By appointment of eligible candidates from re-employment lists;

b) By appointment of eligible candidates from promotional lists;

c) By appointment of eligible candidates from an open eligibility list;

Provided, however, when the City Manager deems it necessary, individuals on a lateral entry employment list may be considered for appointment.

The number of eligible candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. If there are insufficient available eligible candidates on a promotional list, enough available eligible candidates shall be certified simultaneously

from the promotional and eligible list to assure that the number eligible exceeds by two (2) the number of vacancies to be filled.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

18.3 Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the Police Chief.

18.4 Demotion

The City Manager may demote an employee who so requests it, or whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which he/she does not possess the minimum qualifications.

18.5 Suspension

The Police Chief may suspend an employee, without pay, from his/her position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days. However, notwithstanding this 30-day limit, suspensions of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.

Section 19. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When the Police Chief is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

(a) Layoffs shall be by classification seniority within the Tracy POA. For example, in the event a Sergeant position is eliminated, the most junior Sergeant would bump back to the previous classification that he/she held permanently, unless a vacancy exists in the next lower classification, in which case the Sergeant shall bump to Corporal.

(b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he/she previously held permanent status, provided the displaced employee has less seniority in the classification.

(c) An employee may demote or transfer to a vacant position in a classification for which he/she possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.

(d) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment list for two (2) years.

(e) A former employee appointed from a Re-employment list shall have restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employee shall not be eligible for benefits for which he/she received compensation at the time of, or subsequent to the date he/she was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file, with the Police Chief, a notice of intention to leave at least two (2) weeks in advance.

20.2 Reinstatement

An employee, in good standing, who has resigned may request a reinstatement and the City Manager may reinstate such employee to a vacant position, if the City Manager determines reinstatement will be in the best interest of the City.

Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20.3 Termination Interview

Employees terminating City employment, for whatever reason, shall be interviewed by their immediate supervisor who shall advise the employee of both his/her and the City's rights, under the terms of resignation, and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Police Chief and/or City Manager for cause. Whenever it is the intention of the Police Chief to discharge an employee in the

competitive service, the City Manager shall be notified and his/her prior approval obtained.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager or the Police Chief, for the purpose of making collections.

21.3 Outside Employment

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their City employment. Employees must annually obtain the approval of the Police Chief for any outside employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the City Manager.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Oral Reprimand
Written Reprimand
Suspension
Demotion
Temporary Reduction in Pay
Discharge

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for cause. The following shall constitute cause for disciplinary action against an employee:

(a) Fraud in securing employment
(b) Incompetence
(c) Inefficiency
(d) Inexcusable neglect of duty
(e) Insubordination
(f) Dishonesty
(g) Being under the influence of alcohol or controlled substance while on duty
(h) Inexcusable absence without leave
(i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea, or verdict of guilty, or conviction following a plea of nolo contender, to a charge of a felony, or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
(j) Discourteous treatment of the public or other employees
(k) Misuse of City property
(l) Violation of any established City or departmental rule, regulation, policy, and/or manual
(m) Unlawful discrimination or retaliation, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation or age, military or veteran status against the public or other employees while acting in the capacity of a City employee.

21.7 Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

21.8 Alternative Days

An employee being suspended may use up to fifteen (15) days' vacation or compensatory time in lieu of leave without pay upon the recommendation of the Police Chief and approval of the City Manager.

21.9 Personnel/Internal Affairs Files

An employee and/or his/her representative, if authorized in writing, shall be permitted to examine the entire contents of his/her personnel file during regular business hours of the Administrative Offices of the City or Police Department.

No material, which relates to the employee's conduct, attitude, work performance, or service, shall be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head, or designee, shall provide the employee the opportunity to review the material and sign and date it. The employee shall have the right to insert in his/her

personnel file, supplementary material and a written response within thirty (30) days of the employer inserting an item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

The above provisions shall not apply to files involving a criminal investigation of any employee, which requires confidentiality. However, no portion of any file material deemed to be confidential, shall be used in any disciplinary action until the affected employee has been afforded the opportunity to review such confidential material and respond in writing in accordance with the above provisions.

Citizen complaints, reports and findings which are at least five years old shall be purged except where there is litigation pending involving the complaint, pursuant to Sections 832.5, 832.7 and 832.8 of the California Penal Code.

Section 22. Grievance Procedure

22.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement excluding, however, those provisions of this Agreement, which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

22.2 Procedure

Grievances shall be processed in the following manner:

(1) Any employee who believes that he/she has a grievance may discuss his/her complaint with such departmental management official as the department director may designate. Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Association, the procedures hereinafter specified may be invoked.

(2) Any grievance, not been resolved by the procedure above, may be referred to the City Manager by the complainant or by the Police Chief. Such referral shall be in writing, detailing the specific issues involved in the referral, together with a statement of the resolution desired. The City Manager shall designate a personal representative, who is not the Police Chief, to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not in the Association, to meet also with the officials of the Association, and to settle the grievance, or to make recommendations to the City Manager. The decision of

the City Manager regarding appeals of oral reprimands shall be final and not subject to appeal to Step (3).

(3) If the parties are unable to reach a mutually satisfactory accord on any grievance other than grievances concerning an oral reprimand, either the Association or the City may require that the grievance be referred to an impartial arbitrator.

The parties may mutually agree upon the selection of the arbitrator or jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. The parties shall then meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

The fees and expenses of an arbitrator, and of a Court reporter, shall be equally shared by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(4) The decision of an arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 22.

22.3 No Change to Memorandum

Proposals to add to or change this Agreement, or written agreements or addenda supplementary hereto shall not be subject to arbitration. No proposals to modify, amend, or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to under this Section. No arbitrator shall have the power to amend or modify this Agreement, or written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

22.4 Demotion, Suspension and Dismissal Grievances

No grievance involving demotion, suspension, or dismissal of an employee will be entertained unless it is filed in writing with the City Manager within ten (10) calendar days of the time at which the affected employee was notified of such action.

When the City Manager and Association, in pursuit of Section 22.2 (2) above, settles a grievance, which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration, and the employee is found to have been properly discharged, under the provisions of Section 21.6, the employee may not be ordered reinstated and no penalty may be assessed upon the City.

22.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege that an employee is not being compensated in accordance with the provisions of this Agreement, shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

22.6 Mutual Agreement on Changes

No changes in the Agreement or interpretations thereof (except—interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association President.

22.7 No Strike

The Association, its members and representatives agree that during the term of this Agreement, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job actions for the purpose of effecting changes in the directives, or decisions, or management of the City, nor to effect a change of personnel, or operations of management, or of employees not covered by this Agreement.

Section 23. City Rights

(a) The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:

(1) To direct employees.

(2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.

(3) To dismiss employees because of lack of work or for other just cause.

(4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.

(5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.

(6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.

(7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.

(8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 22.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions, and the Association will cooperate to that end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal OSHA. Such equipment shall include but is not limited to firearms,

holsters, leather goods, radios, flashlights, and soft body armor. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

24.2 Modified Duty Assignments

The City will endeavor to provide modified duty assignments, in a nondiscriminatory, manner to employees injured on the job; provided, however, that employees injured on-duty shall be given preference, for available modified duty assignments, before employees injured off the job. Such assignments shall be based upon the needs of the department and shall be within the medical limits set by the employee's treating physician.
The City will endeavor, where possible, to place an injured employee on modified duty assignments comparable to his/her regular duty assignments, preferably within his/her regular division.

24.3 Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

a. **Classification Seniority** - Seniority accruing from continuous service from date of appointment to classification.

b. **Seniority upon promotion** – in the event that there are multiple promotions to the same classification, seniority in classification will be determined as follows:

1. Promotional date – multiple promotions on the same date then by,
2. Total Sworn City service
3. Blocking on City Established Eligibility List – if multiple in same block then by:

c~~b~~. **Department Seniority** - Seniority accruing from continuous service within the Department from date of appointment.

d~~c~~. **City Seniority** - Seniority accruing from continuous service within the City.

e~~d~~. Seniority shall not be affected by authorized paid leave of absence.

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24.4 Americans with Disabilities Act (ADA)

The City and the Association recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 22 of this Agreement. The Association will be advised of proposed accommodations, prior to implementation by the City.

Any accommodation provided to an individual employee pursuant to the provisions of this Section shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the arbitration of a grievance filed by either party.

Section 25. Modification

There will be no alteration or modification of any provision contained in this Memorandum without its written consent of all parties hereto.

Section 26. Total Agreement

This Agreement constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 27. Separability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 28. Event of Conflict

This Agreement shall supersede any prior Agreement, rules or regulations in direct conflict with the provisions hereof.

APPROVED AND ACCEPTED:

TRACY POLICE OFFICERS ASSOCIATION (TPOA)	**CITY OF TRACY ("CITY")**
By_____	By _____
Sean Howell,	~~Troy Brown~~Randall Bradley, City Manager
Labor Consultant, Mastagni Law	
By _____	
Ricardo Hernandez, TPOA President	
Dated _____	Dated _____

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EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A	3,230.86	6,461.72	77,540.64	37.2777
			B	3,392.41	6,784.82	81,417.84	39.1417
			C	3,562.03	7,124.06	85,488.72	41.0988
			D	3,740.13	7,480.26	89,763.12	43.1537
			E	3,927.13	7,854.26	94,251.12	45.3113
4112	Accounting Assistant	TTSSEA	A	1,975.90	3,951.80	47,421.60	22.7980
			B	2,074.70	4,149.40	49,792.80	23.9379
			C	2,178.43	4,356.86	52,282.32	25.1348
			D	2,287.36	4,574.72	54,896.64	26.3916
			E	2,401.73	4,803.46	57,641.52	27.7112
4203	Accounting Coordinator	TTSSEA	A	2,824.09	5,648.18	67,778.16	32.5844
			B	2,965.30	5,930.60	71,167.20	34.2137
			C	3,113.57	6,227.14	74,725.68	35.9244
			D	3,269.25	6,538.50	78,462.00	37.7207
			E	3,432.72	6,865.44	82,385.28	39.6068
3103	Accounting Officer*	TMMBU	A	4,210.13	8,420.26	101,043.12	48.5766
			B	4,420.63	8,841.26	106,095.12	51.0053
			C	4,641.66	9,283.32	111,399.84	53.5556
			D	4,873.74	9,747.48	116,969.76	56.2333
			E	5,117.42	10,234.84	122,818.08	59.0449
4201	Accounting Technician	TTSSEA	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
4101	Administrative Assistant I	TTSSEA	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
4102	Administrative Assistant II	TTSSEA	A	1,967.16	3,934.32	47,211.84	22.6971
			B	2,065.52	4,131.04	49,572.48	23.8320
			C	2,168.80	4,337.60	52,051.20	25.0237
			D	2,277.23	4,554.46	54,653.52	26.2747
			E	2,391.09	4,782.18	57,386.16	27.5884
8102	Administrative Assistant II-Confidential	CONF	A	2,096.58	4,193.16	50,317.92	24.1904
			B	2,201.41	4,402.82	52,833.84	25.3999
			C	2,311.48	4,622.96	55,475.52	26.6699
			D	2,427.05	4,854.10	58,249.20	28.0033
			E	2,548.41	5,096.82	61,161.84	29.4036
4106	Administrative Assistant III	TTSSEA	A	2,085.80	4,171.60	50,059.20	24.0660
			B	2,190.09	4,380.18	52,562.16	25.2693
			C	2,299.60	4,599.20	55,190.40	26.5328
			D	2,414.58	4,829.16	57,949.92	27.8595
			E	2,535.31	5,070.62	60,847.44	29.2525

Legend:
* = asterisk
All employees marked with an * (asterisk) are salaried employees
All employees are paid semi-monthly

Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4107	Administrative Technician	TTSSEA	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
4425	Airport Coordinator	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3510	Airport Manager*	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
9322	Airport Operations Assistant	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
5522	Animal Services Aide	TEAMSTERS	A	1,402.33	2,804.66	33,655.92	16.1801
			B	1,472.45	2,944.90	35,338.80	16.9892
			C	1,546.08	3,092.16	37,105.92	17.8387
			D	1,623.39	3,246.78	38,961.36	18.7307
			E	1,704.55	3,409.10	40,909.20	19.6671
5521	Animal Services Officer I	TEAMSTERS	A	1,951.77	3,903.54	46,842.48	22.5196
			B	2,049.34	4,098.68	49,184.16	23.6453
			C	2,151.79	4,303.58	51,642.96	24.8274
			D	2,259.39	4,518.78	54,225.36	26.0689
			E	2,372.36	4,744.72	56,936.64	27.3723
5523	Animal Services Officer II	TEAMSTERS	A	2,142.87	4,285.74	51,428.88	24.7245
			B	2,250.02	4,500.04	54,000.48	25.9608
			C	2,362.53	4,725.06	56,700.72	27.2589
			D	2,480.65	4,961.30	59,535.60	28.6218
			E	2,604.70	5,209.40	62,512.80	30.0531
3621	Animal Services Supervisor	TMMBU	A	2,610.43	5,220.86	62,650.32	30.1192
			B	2,740.95	5,481.90	65,782.80	31.6251
			C	2,877.99	5,755.98	69,071.76	33.2063
			D	3,021.89	6,043.78	72,525.36	34.8666
			E	3,172.98	6,345.96	76,151.52	36.6099

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City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9616	Aquatics Specialist	LS	A				17.3600
			B				18.2300
			C				19.1400
			D				20.1000
			E				21.1000
9634	Arts Education Coordinator	LS	A				21.6000
			B				22.6800
			C				23.8100
			D				25.0000
			E				26.2500
2573	Assistant City Attorney*	CONF	A	5,946.05	11,892.10	142,705.20	68.6056
			B	6,243.35	12,486.70	149,840.40	72.0359
			C	6,555.52	13,111.04	157,332.48	75.6377
			D	6,883.29	13,766.58	165,198.96	79.4195
			E	7,227.45	14,454.90	173,458.80	83.3904
3308	Assistant City Engineer*	TMMBU	A	5,017.52	10,035.04	120,420.48	57.8922
			B	5,268.40	10,536.80	126,441.60	60.7869
			C	5,531.82	11,063.64	132,763.68	63.8262
			D	5,808.41	11,616.82	139,401.84	67.0175
			E	6,098.84	12,197.68	146,372.16	70.3685
1502	Assistant City Manager*	DH	Min	7092.61	14185.22	170222.67	81.8347
			Max	8621.28	17242.56	206910.77	99.4725
3302	Assistant Civil Engineer*	TMMBU	A	3,377.58	6,755.16	81,061.92	38.9706
			B	3,546.45	7,092.90	85,114.80	40.9190
			C	3,723.78	7,447.56	89,370.72	42.9650
			D	3,909.97	7,819.94	93,839.28	45.1133
			E	4,105.46	8,210.92	98,531.04	47.3689
2682	Assistant Director DES*	CONF	A	5,678.84	11,357.68	136,292.16	65.5226
			B	5,962.78	11,925.56	143,106.72	68.7987
			C	6,260.92	12,521.84	150,262.08	72.2386
			D	6,573.96	13,147.92	157,775.04	75.8505
			E	6,902.66	13,805.32	165,663.84	79.6430
2681	Assistant Director DES/City Engineer*	CONF	A	5,949.60	11,899.20	142,790.40	68.6466
			B	6,247.07	12,494.14	149,929.68	72.0788
			C	6,559.44	13,118.88	157,426.56	75.6829
			D	6,887.40	13,774.80	165,297.60	79.4669
			E	7,231.79	14,463.58	173,562.96	83.4405
5232	Assistant Planner	TEAMSTERS	A	2,803.79	5,607.58	67,290.96	32.3502
			B	2,943.99	5,887.98	70,655.76	33.9678
			C	3,091.19	6,182.38	74,188.56	35.6662
			D	3,245.74	6,491.48	77,897.76	37.4494
			E	3,408.03	6,816.06	81,792.72	39.3219

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EXHIBIT B

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Master Salary Schedule

Effective 09-18-18

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3303	Associate Engineer*	TMMBU	A	3,794.37	7,588.74	91,064.88	43.7795
			B	3,984.07	7,968.14	95,617.68	45.9683
			C	4,183.29	8,366.58	100,398.96	48.2669
			D	4,392.45	8,784.90	105,418.80	50.6802
			E	4,612.07	9,224.14	110,689.68	53.2141
3202	Associate Planner*	TMMBU	A	3,211.09	6,422.18	77,066.16	37.0496
			B	3,371.65	6,743.30	80,919.60	38.9022
			C	3,540.23	7,080.46	84,965.52	40.8472
			D	3,717.24	7,434.48	89,213.76	42.8896
			E	3,903.11	7,806.22	93,674.64	45.0342
4451	Box Office Assistant	TTSSEA	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
4455	Box Office Coordinator	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3104	Budget Officer*	CONF	A	4,314.52	8,629.04	103,548.48	49.7810
			B	4,530.25	9,060.50	108,726.00	52.2701
			C	4,756.76	9,513.52	114,162.24	54.8836
			D	4,994.60	9,989.20	119,870.40	57.6278
			E	5,244.34	10,488.68	125,864.16	60.5093
5218	Building and Fire Inspector I	TEAMSTERS	A	2,516.12	5,032.24	60,386.88	29.03
			B	2,641.93	5,283.86	63,406.32	30.48
			C	2,774.02	5,548.04	66,576.48	32.01
			D	2,912.73	5,825.46	69,905.52	33.61
			E	3,058.36	6,116.72	73,400.64	35.29
5219	Building and Fire Inspector II	TEAMSTERS	A	3,213.50	6,427.00	77,124.00	37.08
			B	3,374.19	6,748.38	80,980.56	38.93
			C	3,542.88	7,085.76	85,029.12	40.88
			D	3,720.03	7,440.06	89,280.72	42.92
			E	3,906.02	7,812.04	93,744.48	45.07
5211	Building Inspector I	TEAMSTERS	A	2,739.37	5,478.74	65,744.88	31.61
			B	2,876.34	5,752.68	69,032.16	33.19
			C	3,020.15	6,040.30	72,483.60	34.85
			D	3,171.18	6,342.36	76,108.32	36.59
			E	3,329.74	6,659.48	79,913.76	38.42
5212	Building Inspector II	TEAMSTERS	A	3,060.47	6,120.94	73,451.28	35.31
			B	3,213.50	6,427.00	77,124.00	37.08
			C	3,374.19	6,748.38	80,980.56	38.93
			D	3,542.88	7,085.76	85,029.12	40.88
			E	3,720.03	7,440.06	89,280.72	42.92

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EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5321	Building Maintenance Worker	TEAMSTERS	A	2,247.95	4,495.90	53,950.80	25.94
			B	2,360.34	4,720.68	56,648.16	27.23
			C	2,478.36	4,956.72	59,480.64	28.60
			D	2,602.28	5,204.56	62,454.72	30.03
			E	2,732.41	5,464.82	65,577.84	31.53
5322	Building Maintenance Worker Assistant	TEAMSTERS	A	2,206.02	4,412.04	52,944.48	25.45
			B	2,316.31	4,632.62	55,591.44	26.73
			C	2,432.12	4,864.24	58,370.88	28.06
			D	2,553.73	5,107.46	61,289.52	29.47
			E	2,681.41	5,362.82	64,353.84	30.94
3341	Building Official*	TMMBU	A	4,867.29	9,734.58	116,814.96	56.1589
			B	5,110.65	10,221.30	122,655.60	58.9668
			C	5,366.19	10,732.38	128,788.56	61.9152
			D	5,634.50	11,269.00	135,228.00	65.0110
			E	5,916.23	11,832.46	141,989.52	68.2616
4502	Building Permit Technician I	TTSSEA	A	2,147.04	4,294.08	51,528.96	24.7726
			B	2,254.39	4,508.78	54,105.36	26.0112
			C	2,367.11	4,734.22	56,810.64	27.3118
			D	2,485.47	4,970.94	59,651.28	28.6774
			E	2,609.75	5,219.50	62,634.00	30.1113
1506	City Attorney*	CONTRACT		8,645.83	17,291.66	207,500.00	99.7557
3110	City Clerk*	TMMBU	A	4,266.96	8,533.92	102,407.04	49.2323
			B	4,480.31	8,960.62	107,527.44	51.6939
			C	4,704.32	9,408.64	112,903.68	54.2785
			D	4,939.53	9,879.06	118,548.72	56.9924
			E	5,186.51	10,373.02	124,476.24	59.8420
1102	City Council Member*			292.50	585.00	7,020.00	
1501	City Manager*	CONTRACT		9,395.83	18,791.66	225,500.00	108.4135
1112	City Treasurer*			378.00	756.00	9,072.00	
9107	Clerical	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
3155	Code Compliance Analyst*	TMMBU	A	3,057.78	6,115.56	73,386.72	35.2807
			B	3,210.67	6,421.34	77,056.08	37.0448
			C	3,371.20	6,742.40	80,908.80	38.8970
			D	3,539.76	7,079.52	84,954.24	40.8418
			E	3,716.75	7,433.50	89,202.00	42.8839

Legend:
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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5202	Code Enforcement Officer	TEAMSTERS	A	2,599.11	5,198.22	62,378.64	29.9886
			B	2,729.06	5,458.12	65,497.44	31.4879
			C	2,865.52	5,731.04	68,772.48	33.0624
			D	3,008.79	6,017.58	72,210.96	34.7155
			E	3,159.24	6,318.48	75,821.76	36.4514
5513	Community Services Officer	TEAMSTERS	A	2,202.35	4,404.70	52,856.40	25.4108
			B	2,312.47	4,624.94	55,499.28	26.6813
			C	2,428.08	4,856.16	58,273.92	28.0152
			D	2,549.49	5,098.98	61,187.76	29.4161
			E	2,676.98	5,353.96	64,247.52	30.8870
3623	Communications Unit Supervisor*	TMMBU	A	3,158.81	6,317.62	75,811.44	36.4464
			B	3,316.75	6,633.50	79,602.00	38.2687
			C	3,482.59	6,965.18	83,582.16	40.1822
			D	3,656.71	7,313.42	87,761.04	42.1912
			E	3,839.56	7,679.12	92,149.44	44.3009
9113	Community Access Coordinator	LS	A				23.7800
			B				24.9600
			C				26.2100
			D				27.5200
			E				28.9000
3210	Community Development Analyst*	TMMBU	A	3,211.09	6,422.18	77,066.16	37.0496
			B	3,371.65	6,743.30	80,919.60	38.9022
			C	3,540.23	7,080.46	84,965.52	40.8472
			D	3,717.24	7,434.48	89,213.76	42.8896
			E	3,903.11	7,806.22	93,674.64	45.0342
3206	Community Devel Program Manager*	TMMBU	A	4,867.27	9,734.54	116,814.48	56.1586
			B	5,110.63	10,221.26	122,655.12	58.9665
			C	5,366.17	10,732.34	128,788.08	61.9150
			D	5,634.48	11,268.96	135,227.52	65.0107
			E	5,916.21	11,832.42	141,989.04	68.2613
3315	Community Preservation Manager*	TMMBU	A	3,794.37	7,588.74	91,064.88	43.7795
			B	3,984.07	7,968.14	95,617.68	45.9683
			C	4,183.29	8,366.58	100,398.96	48.2669
			D	4,392.45	8,784.90	105,418.80	50.6802
			E	4,612.07	9,224.14	110,689.68	53.2141
5222	Construction Inspector I	TEAMSTERS	A	2,916.66	5,833.32	69,999.84	33.6525
			B	3,062.51	6,125.02	73,500.24	35.3353
			C	3,215.63	6,431.26	77,175.12	37.1020
			D	3,376.41	6,752.82	81,033.84	38.9571
			E	3,545.24	7,090.48	85,085.76	40.9050

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Master Salary Schedule

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5223	Construction Inspector II	TEAMSTERS	A	3,062.33	6,124.66	73,495.92	35.3332
			B	3,215.44	6,430.88	77,170.56	37.0998
			C	3,376.21	6,752.42	81,029.04	38.9548
			D	3,545.04	7,090.08	85,080.96	40.9027
			E	3,722.28	7,444.56	89,334.72	42.9477
3501	Community Services Supervisor*	TMMBU	A	3,522.96	7,045.92	84,551.04	40.6480
			B	3,699.10	7,398.20	88,778.40	42.6803
			C	3,884.06	7,768.12	93,217.44	44.8144
			D	4,078.26	8,156.52	97,878.24	47.0550
			E	4,282.17	8,564.34	102,772.08	49.4078
4605	Crime Analyst	TTSSEA	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
5514	Crime Prevention Specialist	TEAMSTERS	A	2,350.89	4,701.78	56,421.36	27.1246
			B	2,468.45	4,936.90	59,242.80	28.4810
			C	2,591.87	5,183.74	62,204.88	29.9050
			D	2,721.45	5,442.90	65,314.80	31.4001
			E	2,857.51	5,715.02	68,580.24	32.9700
5517	Crime Scene Technician	TEAMSTERS	A	2,517.04	5,034.08	60,408.96	29.0417
			B	2,642.89	5,285.78	63,429.36	30.4937
			C	2,775.03	5,550.06	66,600.72	32.0183
			D	2,913.78	5,827.56	69,930.72	33.6192
			E	3,059.48	6,118.96	73,427.52	35.3003
3622	Crime Scene Unit Supervisor	TMMBU	A	2,640.46	5,280.92	63,371.04	30.4657
			B	2,772.47	5,544.94	66,539.28	31.9888
			C	2,911.08	5,822.16	69,865.92	33.5881
			D	3,056.64	6,113.28	73,359.36	35.2676
			E	3,209.47	6,418.94	77,027.28	37.0309
1108	Cultural Arts Commissioner			Stipend $50.00 per meeting			
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A	3,522.97	7,045.94	84,551.28	40.6481
			B	3,699.11	7,398.22	88,778.64	42.6804
			C	3,884.07	7,768.14	93,217.68	44.8145
			D	4,078.27	8,156.54	97,878.48	47.0552
			E	4,282.19	8,564.38	102,772.56	49.4080
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A	3,522.97	7,045.94	84,551.28	40.6481
			B	3,699.11	7,398.22	88,778.64	42.6804
			C	3,884.07	7,768.14	93,217.68	44.8145
			D	4,078.27	8,156.54	97,878.48	47.0552
			E	4,282.19	8,564.38	102,772.56	49.4080

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Master Salary Schedule

Effective 09-18-18

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9552	D.A.R.E Officer	LS	A				31.3900
			B				32.9600
			C				34.6000
			D				36.3300
			E				38.1500
2571	Deputy City Attorney I*	CONF	A	4,668.40	9,336.80	112,041.60	53.8641
			B	4,901.82	9,803.64	117,643.68	56.5573
			C	5,146.92	10,293.84	123,526.08	59.3853
			D	5,404.27	10,808.54	129,702.48	62.3546
			E	5,674.47	11,348.94	136,187.28	65.4721
2572	Deputy City Attorney II*	CONF	A	5,135.25	10,270.50	123,246.00	59.2506
			B	5,392.02	10,784.04	129,408.48	62.2132
			C	5,661.61	11,323.22	135,878.64	65.3238
			D	5,944.70	11,889.40	142,672.80	68.5901
			E	6,241.93	12,483.86	149,806.32	72.0195
4116	Deputy City Clerk	TTSSEA	A	2,610.09	5,220.18	62,642.16	30.1153
			B	2,740.60	5,481.20	65,774.40	31.6211
			C	2,877.62	5,755.24	69,062.88	33.2020
			D	3,021.51	6,043.02	72,516.24	34.8622
			E	3,172.58	6,345.16	76,141.92	36.6053
1515	Development & Engineering Services Director*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
2561	Division Manager I*	CONF	A	4,007.14	8,014.28	96,171.36	46.2345
			B	4,207.50	8,415.00	100,980.00	48.5462
			C	4,417.87	8,835.74	106,028.88	50.9735
			D	4,638.76	9,277.52	111,330.24	53.5221
			E	4,870.69	9,741.38	116,896.56	56.1981
3161	Division Manager I*	TMMBU	A	3,910.17	7,820.34	93,844.08	45.1156
			B	4,105.68	8,211.36	98,536.32	47.3714
			C	4,310.97	8,621.94	103,463.28	49.7400
			D	4,526.51	9,053.02	108,636.24	52.2270
			E	4,752.83	9,505.66	114,067.92	54.8382
3162	Division Manager II*	TMMBU	A	4,557.71	9,115.42	109,385.04	52.5869
			B	4,785.59	9,571.18	114,854.16	55.2162
			C	5,024.87	10,049.74	120,596.88	57.9770
			D	5,276.11	10,552.22	126,626.64	60.8759
			E	5,539.92	11,079.84	132,958.08	63.9197

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City of Tracy
Master Salary Schedule

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3209	Economic Devel Management Analyst*	TMMBU	A	3,406.02	6,812.04	81,744.48	39.2987
			B	3,576.32	7,152.64	85,831.68	41.2636
			C	3,755.14	7,510.28	90,123.36	43.3269
			D	3,942.90	7,885.80	94,629.60	45.4933
			E	4,140.05	8,280.10	99,361.20	47.7680
3207	Economic Development Manager*	TMMBU	A	4,210.13	8,420.26	101,043.12	48.5766
			B	4,420.63	8,841.26	106,095.12	51.0053
			C	4,641.66	9,283.32	111,399.84	53.5556
			D	4,873.74	9,747.48	116,969.76	56.2333
			E	5,117.42	10,234.84	122,818.08	59.0449
5324	Electrician	TEAMSTERS	A	2,932.66	5,865.32	70,383.84	33.8371
			B	3,079.32	6,158.64	73,903.68	35.5292
			C	3,233.27	6,466.54	77,598.48	37.3055
			D	3,394.93	6,789.86	81,478.32	39.1708
			E	3,564.68	7,129.36	85,552.32	41.1293
3711	Emergency Medical Services Manager*	TMMBU	A	3,793.62	7,587.24	91,046.88	43.7709
			B	3,983.30	7,966.60	95,599.20	45.9594
			C	4,182.47	8,364.94	100,379.28	48.2574
			D	4,391.60	8,783.20	105,398.40	50.6704
			E	4,611.17	9,222.34	110,668.08	53.2038
3309	Engineering Program Manager*	TMMBU	A	4,561.38	9,122.76	109,473.12	52.6293
			B	4,789.45	9,578.90	114,946.80	55.2608
			C	5,028.92	10,057.84	120,694.08	58.0238
			D	5,280.36	10,560.72	126,728.64	60.9249
			E	5,544.39	11,088.78	133,065.36	63.9713
5221	Engineering Technician I	TEAMSTERS	A	2,567.53	5,135.06	61,620.72	29.6242
			B	2,695.90	5,391.80	64,701.60	31.1053
			C	2,830.69	5,661.38	67,936.56	32.6606
			D	2,972.23	5,944.46	71,333.52	34.2936
			E	3,120.84	6,241.68	74,900.16	36.0083
5225	Engineering Technician II	TEAMSTERS	A	2,695.91	5,391.82	64,701.84	31.1055
			B	2,830.70	5,661.40	67,936.80	32.6607
			C	2,972.25	5,944.50	71,334.00	34.2939
			D	3,120.87	6,241.74	74,900.88	36.0087
			E	3,276.89	6,553.78	78,645.36	37.8088
5425	Environmental Compliance Officer	TEAMSTERS	A	2,620.59	5,241.18	62,894.16	30.2364
			B	2,751.61	5,503.22	66,038.64	31.7481
			C	2,889.18	5,778.36	69,340.32	33.3354
			D	3,033.65	6,067.30	72,807.60	35.0023
			E	3,185.33	6,370.66	76,447.92	36.7524
5424	Environmental Compliance Technician	TEAMSTERS	A	2,137.16	4,274.32	51,291.84	24.6586
			B	2,244.03	4,488.06	53,856.72	25.8917
			C	2,356.21	4,712.42	56,549.04	27.1860
			D	2,474.02	4,948.04	59,376.48	28.5453
			E	2,597.75	5,195.50	62,346.00	29.9729

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EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

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5313	Equipment Mechanic I	TEAMSTERS	A	2,359.62	4,719.24	56,630.88	27.2253
			B	2,477.60	4,955.20	59,462.40	28.5866
			C	2,601.48	5,202.96	62,435.52	30.0159
			D	2,731.55	5,463.10	65,557.20	31.5167
			E	2,868.12	5,736.24	68,834.88	33.0924
5314	Equipment Mechanic II	TEAMSTERS	A	2,477.59	4,955.18	59,462.16	28.5865
			B	2,601.48	5,202.96	62,435.52	30.0159
			C	2,731.54	5,463.08	65,556.96	31.5166
			D	2,868.12	5,736.24	68,834.88	33.0924
			E	3,011.53	6,023.06	72,276.72	34.7471
4108	Executive Assistant	TTSSEA	A	2,392.97	4,785.94	57,431.28	27.6101
			B	2,512.62	5,025.24	60,302.88	28.9907
			C	2,638.25	5,276.50	63,318.00	30.4402
			D	2,770.17	5,540.34	66,484.08	31.9623
			E	2,908.67	5,817.34	69,808.08	33.5603
8108	Executive Assistant - Confidential	CONF	A	2,550.41	5,100.82	61,209.84	29.4267
			B	2,677.94	5,355.88	64,270.56	30.8981
			C	2,811.83	5,623.66	67,483.92	32.4429
			D	2,952.42	5,904.84	70,858.08	34.0651
			E	3,100.04	6,200.08	74,400.96	35.7683
2581	Executive Assistant to City Manager*	CONF	A	2,912.74	5,825.48	69,905.76	33.6072
			B	3,058.37	6,116.74	73,400.88	35.2875
			C	3,211.29	6,422.58	77,070.96	37.0519
			D	3,371.86	6,743.72	80,924.64	38.9046
			E	3,540.45	7,080.90	84,970.80	40.8498
9635	Facility Attendant	LS	A				14.5200
			B				15.2500
			C				16.0100
			D				16.8100
			E				17.6500
1522	Finance Director*	DH	Min	6482.97	12965.94	155591.35	74.8006
			Max	7873.75	15747.50	188969.94	90.8475
2525	Finance Division Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050

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3715	Fire Battalion Chief*	SCFCOA	A	4,738.96	9,477.92	113,735.04	39.0584
			B	4,975.90	9,951.80	119,421.60	41.0113
			C	5,224.69	10,449.38	125,392.56	43.0618
			D	5,485.93	10,971.86	131,662.32	45.2150
			E	5,760.23	11,520.46	138,245.52	47.4757
7105	Fire Captain	TFFA	A	3,606.21	7,212.42	86,549.04	29.7223
			B	3,786.64	7,573.28	90,879.36	31.2094
			C	3,975.85	7,951.70	95,420.40	32.7689
			D	4,174.64	8,349.28	100,191.36	34.4073
			E	4,383.37	8,766.74	105,200.88	36.1277
1514	Fire Chief*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
2751	Fire Division Chief*	CONF	A	5,678.70	11,357.40	136,288.80	65.5209
			B	5,962.63	11,925.26	143,103.12	68.7969
			C	6,260.77	12,521.54	150,258.48	72.2369
			D	6,573.81	13,147.62	157,771.44	75.8487
			E	6,902.50	13,805.00	165,660.00	79.6412
7103	Fire Engineer	TFFA	A	3,173.86	6,347.72	76,172.64	26.1589
			B	3,332.53	6,665.06	79,980.72	27.4667
			C	3,499.18	6,998.36	83,980.32	28.8402
			D	3,674.14	7,348.28	88,179.36	30.2822
			E	3,857.85	7,715.70	92,588.40	31.7963
5213	Fire Inspector	TEAMSTERS	A	3,060.47	6,120.94	73,451.28	35.3118
			B	3,213.50	6,427.00	77,124.00	37.0774
			C	3,374.19	6,748.38	80,980.56	38.9315
			D	3,542.88	7,085.76	85,029.12	40.8778
			E	3,720.03	7,440.06	89,280.72	42.9218
2752	Fire Marshal*	CONF	A	4,988.01	9,976.02	119,712.24	57.5517
			B	5,237.40	10,474.80	125,697.60	60.4292
			C	5,499.28	10,998.56	131,982.72	63.4508
			D	5,774.25	11,548.50	138,582.00	66.6234
			E	6,062.95	12,125.90	145,510.80	69.9544
9563	Fire Reserve	LS	A				11.0000
7102	Firefighter	TFFA	A	2,811.81	5,623.62	67,483.44	23.1749
			B	2,952.38	5,904.76	70,857.12	24.3335
			C	3,100.01	6,200.02	74,400.24	25.5502
			D	3,255.00	6,510.00	78,120.00	26.8277
			E	3,417.75	6,835.50	82,026.00	28.1690
				427.22	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A	1,892.56	3,785.12	45,421.44	21.8364
				(70% OF STEP A, FIREFIGHTER)			

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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
7108	Firefighter/Paramedic	TFFA	A	3,163.44	6,326.88	75,922.56	26.0730
			B	3,321.61	6,643.22	79,718.64	27.3767
			C	3,487.70	6,975.40	83,704.80	28.7456
			D	3,662.08	7,324.16	87,889.92	30.1828
			E	3,845.19	7,690.38	92,284.56	31.6920
3404	Fleet Supervisor*	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
4206	GIS Technician	TTSSEA	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
2511	Human Resources Analyst I*	CONF	A	3,035.29	6,070.58	72,846.96	35.0212
			B	3,187.06	6,374.12	76,489.44	36.7724
			C	3,346.40	6,692.80	80,313.60	38.6108
			D	3,513.72	7,027.44	84,329.28	40.5414
			E	3,689.41	7,378.82	88,545.84	42.5685
2512	Human Resources Analyst II*	CONF	A	3,490.49	6,980.98	83,771.76	40.2733
			B	3,665.01	7,330.02	87,960.24	42.2870
			C	3,848.26	7,696.52	92,358.24	44.4013
			D	4,040.68	8,081.36	96,976.32	46.6214
			E	4,242.72	8,485.44	101,825.28	48.9526
1518	Human Resources Director*	DH	Min	6482.97	12965.94	155591.35	74.8006
			Max	7873.75	15747.50	188969.89	90.8475
2562	Human Resources Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050
4301	Human Resources Technician	CONF	A	2,589.86	5,179.72	62,156.64	29.8819
			B	2,719.36	5,438.72	65,264.64	31.3760
			C	2,855.33	5,710.66	68,527.92	32.9448
			D	2,998.09	5,996.18	71,954.16	34.5920
			E	3,148.00	6,296.00	75,552.00	36.3217
4204	Information Systems Technician I	TTSSEA	A	2,305.36	4,610.72	55,328.64	26.5993
			B	2,420.63	4,841.26	58,095.12	27.9293
			C	2,541.67	5,083.34	61,000.08	29.3258
			D	2,668.75	5,337.50	64,050.00	30.7921
			E	2,802.18	5,604.36	67,252.32	32.3316

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EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

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4205	Information Systems Technician II	TTSSEA	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
2553	Information Technology Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050
3111	Information Technology Specialist*	TMMBU	A	3,308.66	6,617.32	79,407.84	38.1754
			B	3,474.09	6,948.18	83,378.16	40.0841
			C	3,647.79	7,295.58	87,546.96	42.0883
			D	3,830.18	7,660.36	91,924.32	44.1927
			E	4,021.69	8,043.38	96,520.56	46.4023
5413	Instrumentation Technician	TEAMSTERS	A	2,922.04	5,844.08	70,128.96	33.7145
			B	3,068.15	6,136.30	73,635.60	35.4004
			C	3,221.56	6,443.12	77,317.44	37.1704
			D	3,382.63	6,765.26	81,183.12	39.0288
			E	3,551.76	7,103.52	85,242.24	40.9803
9108	Intern-Generalist	LS	A				15.1400
			B				15.8900
			C				16.6900
			D				17.5200
			E				18.4000
1503	Interim Assistant City Manager	DEPT HEAD	MIN	8,661.12	17,322.24	207,866.88	99.9322
			MAX	9,288.93	18,577.86	222,934.35	107.1758
5224	Junior Engineer	TEAMSTERS	A	2,965.07	5,930.14	71,161.68	34.2110
			B	3,113.32	6,226.64	74,719.68	35.9215
			C	3,268.98	6,537.96	78,455.52	37.7175
			D	3,432.43	6,864.86	82,378.32	39.6034
			E	3,604.05	7,208.10	86,497.20	41.5836
5423	Laboratory Quality Assurance Officer	TEAMSTERS	A	2,751.69	5,503.38	66,040.56	31.7490
			B	2,889.28	5,778.56	69,342.72	33.3366
			C	3,033.74	6,067.48	72,809.76	35.0033
			D	3,185.43	6,370.86	76,450.32	36.7535
			E	3,344.70	6,689.40	80,272.80	38.5912
5421	Laboratory Technician I	TEAMSTERS	A	2,329.92	4,659.84	55,918.08	26.8827
			B	2,446.41	4,892.82	58,713.84	28.2267
			C	2,568.74	5,137.48	61,649.76	29.6382
			D	2,697.17	5,394.34	64,732.08	31.1200
			E	2,832.02	5,664.04	67,968.48	32.6759

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5422	Laboratory Technician II	TEAMSTERS	A	2,435.01	4,870.02	58,440.24	28.0952
			B	2,556.75	5,113.50	61,362.00	29.4998
			C	2,684.59	5,369.18	64,430.16	30.9748
			D	2,818.82	5,637.64	67,651.68	32.5236
			E	2,959.76	5,919.52	71,034.24	34.1498
3508	Landscape Architect*	TMMBU	A	3,746.62	7,493.24	89,918.88	43.2286
			B	3,933.96	7,867.92	94,415.04	45.3901
			C	4,130.65	8,261.30	99,135.60	47.6595
			D	4,337.18	8,674.36	104,092.32	50.0425
			E	4,554.05	9,108.10	109,297.20	52.5447
5504	Lead Public Safety Dispatcher	TEAMSTERS	A	2,980.48	5,960.96	71,531.52	34.3888
			B	3,129.51	6,259.02	75,108.24	36.1083
			C	3,285.99	6,571.98	78,863.76	37.9138
			D	3,450.29	6,900.58	82,806.96	39.8095
			E	3,622.81	7,245.62	86,947.44	41.8000
4109	Legal Secretary	CONF	A	2,781.81	5,563.62	66,763.44	32.0966
			B	2,920.90	5,841.80	70,101.60	33.7014
			C	3,066.95	6,133.90	73,606.80	35.3865
			D	3,220.30	6,440.60	77,287.20	37.1559
			E	3,381.31	6,762.62	81,151.44	39.0136
9636	Lifeguard	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9303	Maintenance Aide	LS	A				12.3400
			B				12.9600
			C				13.6100
			D				14.2900
			E				15.0000
5301	Maintenance Worker I	TEAMSTERS	A	1,736.76	3,473.52	41,682.24	20.0388
			B	1,823.60	3,647.20	43,766.40	21.0407
			C	1,914.78	3,829.56	45,954.72	22.0928
			D	2,010.52	4,021.04	48,252.48	23.1974
			E	2,111.05	4,222.10	50,665.20	24.3573
5303	Maintenance Worker II	TEAMSTERS	A	2,206.02	4,412.04	52,944.48	25.4531
			B	2,316.31	4,632.62	55,591.44	26.7256
			C	2,432.12	4,864.24	58,370.88	28.0618
			D	2,553.73	5,107.46	61,289.52	29.4650
			E	2,681.41	5,362.82	64,353.84	30.9382
3151	Management Analyst I*	TMMBU	A	2,961.84	5,923.68	71,084.16	34.1738
			B	3,109.92	6,219.84	74,638.08	35.8823
			C	3,265.42	6,530.84	78,370.08	37.6765
			D	3,428.68	6,857.36	82,288.32	39.5602
			E	3,600.13	7,200.26	86,403.12	41.5384

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3152	Management Analyst II*	TMMBU	A	3,406.02	6,812.04	81,744.48	39.2987
			B	3,576.32	7,152.64	85,831.68	41.2636
			C	3,755.14	7,510.28	90,123.36	43.3269
			D	3,942.90	7,885.80	94,629.60	45.4933
			E	4,140.05	8,280.10	99,361.20	47.7680
1101	Mayor*			342.50	685.00	8,220.00	
4207	Media Services Coordinator	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3527	Media Services Supervisor*	TMMBU	A	2,924.59	5,849.18	70,190.16	33.7440
			B	3,070.83	6,141.66	73,699.92	35.4313
			C	3,224.36	6,448.72	77,384.64	37.2027
			D	3,385.58	6,771.16	81,253.92	39.0629
			E	3,554.87	7,109.74	85,316.88	41.0162
5531	Meter Reader	TEAMSTERS	A	1,504.88	3,009.76	36,117.12	17.3633
			B	1,580.10	3,160.20	37,922.40	18.2312
			C	1,659.13	3,318.26	39,819.12	19.1431
			D	1,742.06	3,484.12	41,809.44	20.0999
			E	1,829.18	3,658.36	43,900.32	21.1051
1107	Parks Commissioner			Stipend of $50.00 per meeting			
1516	Parks & Community Services Director*	DH	Min	6,482.97	12,965.94	155,591.25	74.8006
			Max	7,873.75	15,747.50	188,969.94	90.8475
3509	Parks Planning & Development Manager	TMMBU	A	3,746.62	7,493.24	89,918.88	43.2286
			B	3,933.96	7,867.92	94,415.04	45.3901
			C	4,130.65	8,261.30	99,135.60	47.6595
			D	4,337.18	8,674.36	104,092.32	50.0425
			E	4,554.05	9,108.10	109,297.20	52.5447
4202	Payroll Coordinator	TTSSEA	A	2,824.09	5,648.18	67,778.16	32.5844
			B	2,965.30	5,930.60	71,167.20	34.2137
			C	3,113.57	6,227.14	74,725.68	35.9244
			D	3,269.25	6,538.50	78,462.00	37.7207
			E	3,432.72	6,865.44	82,385.28	39.6068
3306	Plan Check Engineer	TMMBU	A	4,561.25	9,122.50	109,470.00	52.6278
			B	4,789.31	9,578.62	114,943.44	55.2591
			C	5,028.78	10,057.56	120,690.72	58.0222
			D	5,280.23	10,560.46	126,725.52	60.9234
			E	5,544.24	11,088.48	133,061.76	63.9695
1106	Planning Commissioner			Stipend of $50.00 per meeting			

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5215	Plans Check Examiner	TEAMSTERS	A	3,301.46	6,602.92	79,235.04	38.0923
			B	3,466.56	6,933.12	83,197.44	39.9972
			C	3,639.89	7,279.78	87,357.36	41.9971
			D	3,821.86	7,643.72	91,724.64	44.0967
			E	4,012.98	8,025.96	96,311.52	46.3018
5411	Plant Mechanic I	TEAMSTERS	A	2,661.62	5,323.24	63,878.88	30.7098
			B	2,794.70	5,589.40	67,072.80	32.2453
			C	2,934.44	5,868.88	70,426.56	33.8576
			D	3,081.16	6,162.32	73,947.84	35.5505
			E	3,235.22	6,470.44	77,645.28	37.3280
5412	Plant Mechanic II	TEAMSTERS	A	2,728.15	5,456.30	65,475.60	31.4774
			B	2,864.56	5,729.12	68,749.44	33.0513
			C	3,007.79	6,015.58	72,186.96	34.7039
			D	3,158.17	6,316.34	75,796.08	36.4390
			E	3,316.07	6,632.14	79,585.68	38.2609
4601	Police Assistant	TTSSEA	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
6212	Police Captain*	TPMA	A	5,740.81	11,481.62	137,779.44	66.2376
			B	6,027.86	12,055.72	144,668.64	69.5496
			C	6,329.25	12,658.50	151,902.00	73.0270
			D	6,645.71	13,291.42	159,497.04	76.6783
			E	6,978.02	13,956.04	167,472.48	80.5125
1513	Police Chief*	DH	Min	7381.75	14763.50	177162.09	85.1708
			Max	8972.60	17945.20	215342.40	103.5260
6103	Police Corporal	TPOA	A	3,648.74	7,297.48	87,569.76	42.0992
			B	3,831.19	7,662.38	91,948.56	44.2043
			C	4,022.75	8,045.50	96,546.00	46.4146
			D	4,223.90	8,447.80	101,373.60	48.7354
			E	4,435.09	8,870.18	106,442.16	51.1721
9501	Police Intern/Parking Enforcement Officer	LS	A				14.4000
			B				15.1200
			C				15.8700
			D				16.6700
			E				17.5000

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6211	Police Lieutenant*	TPMA	A	4,968.54	9,937.08	119,244.96	57.3271
			B	5,216.96	10,433.92	125,207.04	60.1934
			C	5,477.82	10,955.64	131,467.68	63.2032
			D	5,751.70	11,503.40	138,040.80	66.3632
			E	6,039.28	12,078.56	144,942.72	69.6813
6102	Police Officer	TPOA	A	3,317.04	6,634.08	79,608.96	38.2721
			B	3,482.89	6,965.78	83,589.36	40.1856
			C	3,657.05	7,314.10	87,769.20	42.1951
			D	3,839.91	7,679.82	92,157.84	44.3049
			E	4,031.89	8,063.78	96,765.36	46.5200
4103	Police Records Assistant I	TTSSEA	A	1,996.79	3,993.58	47,922.96	23.0390
			B	2,096.63	4,193.26	50,319.12	24.1910
			C	2,201.47	4,402.94	52,835.28	25.4006
			D	2,311.54	4,623.08	55,476.96	26.6706
			E	2,427.12	4,854.24	58,250.88	28.0042
4104	Police Records Assistant II	TTSSEA	A	2,096.61	4,193.22	50,318.64	24.1907
			B	2,201.45	4,402.90	52,834.80	25.4004
			C	2,311.51	4,623.02	55,476.24	26.6702
			D	2,427.09	4,854.18	58,250.16	28.0038
			E	2,548.45	5,096.90	61,162.80	29.4041
9551	Police Reserve	LS	A				35.0000
6105	Police Sergeant	TPOA	A	3,997.23	7,994.46	95,933.52	46.1201
			B	4,197.11	8,394.22	100,730.64	48.4263
			C	4,406.97	8,813.94	105,767.28	50.8477
			D	4,627.31	9,254.62	111,055.44	53.3900
			E	4,858.69	9,717.38	116,608.56	56.0597
2712	Police Support Operations Manager*	CONF	A	5,286.59	10,573.18	126,878.16	60.9968
			B	5,550.93	11,101.86	133,222.32	64.0467
			C	5,828.47	11,656.94	139,883.28	67.2490
			D	6,119.89	12,239.78	146,877.36	70.6114
			E	6,425.89	12,851.78	154,221.36	74.1420
4701	Police Support Services Technician	TTSSEA	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
6101	Police Trainee (Non-Sworn)	TPOA	A	2,884.29	5,768.58	69,222.96	33.2790
9638	Pool Manager	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000

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5408	Principal WWTP Operator	TEAMSTERS	A	3,505.53	7,011.06	84,132.72	40.4469
			B	3,680.80	7,361.60	88,339.20	42.4691
			C	3,864.85	7,729.70	92,756.40	44.5927
			D	4,058.09	8,116.18	97,394.16	46.8223
			E	4,260.99	8,521.98	102,263.76	49.1634
9533	Professional Standards Officer	LS	A				44.8400
			B				47.0800
			C				49.4300
			D				51.9000
			E				54.5000
9110	Program Assistant	LS	Min				11.0000
			Max				18.9400
9231	Project Specialist I	LS	Min				11.0000
			Max				36.6800
9232	Project Specialist II	LS	Min				36.6900
			Max				103.4000
5518	Property and Evidence Technician	TEAMSTERS	A	2,239.59	4,479.18	53,750.16	25.8404
			B	2,351.56	4,703.12	56,437.44	27.1323
			C	2,469.15	4,938.30	59,259.60	28.4891
			D	2,592.61	5,185.22	62,222.64	29.9136
			E	2,722.23	5,444.46	65,333.52	31.4091
2585	Public Information Officer	CONF	A	3,490.49	6,980.98	83,771.76	40.2733
			B	3,665.01	7,330.02	87,960.24	42.2870
			C	3,848.26	7,696.52	92,358.24	44.4013
			D	4,040.68	8,081.36	96,976.32	46.6214
			E	4,242.72	8,485.44	101,825.28	48.9526
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,587.37	5,174.74	62,096.88	29.8531
			B	2,716.74	5,433.48	65,201.76	31.3458
			C	2,852.57	5,705.14	68,461.68	32.9130
			D	2,995.20	5,990.40	71,884.80	34.5587
			E	3,144.98	6,289.96	75,479.52	36.2868
9512	Public Safety Dispatcher II - Per Diem	LS	A				28.5800
			B				30.0100
			C				31.5100
			D				33.0900
			E				34.7400
5503	Public Safety Dispatcher II	TEAMSTERS	A	2,838.56	5,677.12	68,125.44	32.7514
			B	2,980.48	5,960.96	71,531.52	34.3888
			C	3,129.51	6,259.02	75,108.24	36.1083
			D	3,285.99	6,571.98	78,863.76	37.9138
			E	3,450.29	6,900.58	82,806.96	39.8095
1512	Public Works Director*	DH	Min	6482.97	12965.94	155591.25	74.8006
			Max	7873.75	15747.50	188969.94	90.8475

Legend:
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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	Public Works Superintendent*	TMMBU	A	3,936.04	7,872.08	94,464.96	45.4141
			B	4,132.84	8,265.68	99,188.16	47.6848
			C	4,339.48	8,678.96	104,147.52	50.0690
			D	4,556.46	9,112.92	109,355.04	52.5725
			E	4,784.27	9,568.54	114,822.48	55.2010
3405	Public Works Supervisor	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
9517	Range Master	LS	A				26.9000
			B				28.2500
			C				29.6600
			D				31.1400
			E				32.7000
4105	Receptionist	TTSSEA	A	1,610.75	3,221.50	38,658.00	18.5849
			B	1,691.29	3,382.58	40,590.96	19.5141
			C	1,775.86	3,551.72	42,620.64	20.4899
			D	1,864.65	3,729.30	44,751.60	21.5144
			E	1,957.88	3,915.76	46,989.12	22.5901
3626	Records Unit Supervisor*	TMMBU	A	2,976.56	5,953.12	71,437.44	34.3436
			B	3,125.40	6,250.80	75,009.60	36.0609
			C	3,281.66	6,563.32	78,759.84	37.8639
			D	3,445.75	6,891.50	82,698.00	39.7571
			E	3,618.02	7,236.04	86,832.48	41.7448
9631	Recreation Leader I	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9632	Recreation Leader II	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
9633	Recreation Leader III	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000

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Effective 09-18-18

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4401	Recreation Prgm Coordinator I	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
4402	Recreation Prgm Coordinator II	TTSSEA	A	2,576.81	5,153.62	61,843.44	29.7313
			B	2,705.64	5,411.28	64,935.36	31.2177
			C	2,840.92	5,681.84	68,182.08	32.7786
			D	2,982.97	5,965.94	71,591.28	34.4176
			E	3,132.11	6,264.22	75,170.64	36.1383
3511	Recreation Service Manager*	TMMBU	A	4,053.38	8,106.76	97,281.12	46.7680
			B	4,256.04	8,512.08	102,144.96	49.1063
			C	4,468.85	8,937.70	107,252.40	51.5617
			D	4,692.30	9,384.60	112,615.20	54.1398
			E	4,926.92	9,853.84	118,246.08	56.8469
3513	Recreation Services Program Manager*	TMMBU	A	3,875.24	7,750.48	93,005.76	44.7126
			B	4,069.01	8,138.02	97,656.24	46.9483
			C	4,272.46	8,544.92	102,539.04	49.2957
			D	4,486.08	8,972.16	107,665.92	51.7605
			E	4,710.39	9,420.78	113,049.36	54.3486
3505	Recreation Services Supervisor*	TMMBU	A	3,522.96	7,045.92	84,551.04	40.6480
			B	3,699.10	7,398.20	88,778.40	42.6803
			C	3,884.06	7,768.12	93,217.44	44.8144
			D	4,078.26	8,156.52	97,878.24	47.0550
			E	4,282.17	8,564.34	102,772.08	49.4078
9626	Recreation Specialized Instructor	LS	Min				11.0000
			Max				39.0200
3433	Safety Coordinator	TMMBU	A	2,961.84	5,923.68	71,084.16	34.1738
			B	3,109.92	6,219.84	74,638.08	35.8823
			C	3,265.42	6,530.84	78,370.08	37.6765
			D	3,428.68	6,857.36	82,288.32	39.5602
			E	3,600.13	7,200.26	86,403.12	41.5384
3105	Senior Accountant*	TMMBU	A	3,661.01	7,322.02	87,864.24	42.2408
			B	3,844.06	7,688.12	92,257.44	44.3528
			C	4,036.27	8,072.54	96,870.48	46.5706
			D	4,238.08	8,476.16	101,713.92	48.8990
			E	4,449.99	8,899.98	106,799.76	51.3441
4113	Senior Accounting Assistant	TTSSEA	A	2,177.89	4,355.78	52,269.36	25.1285
			B	2,286.79	4,573.58	54,882.96	26.3850
			C	2,401.13	4,802.26	57,627.12	27.7043
			D	2,521.19	5,042.38	60,508.56	29.0895
			E	2,647.25	5,294.50	63,534.00	30.5440

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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,472.76	4,945.52	59,346.24	28.5307
			B	2,596.39	5,192.78	62,313.36	29.9572
			C	2,726.20	5,452.40	65,428.80	31.4549
			D	2,862.52	5,725.04	68,700.48	33.0278
			E	3,005.66	6,011.32	72,135.84	34.6794
5325	Senior Electrician	TEAMSTERS	A	3,225.92	6,451.84	77,422.08	37.2207
			B	3,387.23	6,774.46	81,293.52	39.0819
			C	3,556.60	7,113.20	85,358.40	41.0361
			D	3,734.42	7,468.84	89,626.08	43.0878
			E	3,921.14	7,842.28	94,107.36	45.2422
3304	Senior Engineer*	TMMBU	A	4,561.38	9,122.76	109,473.12	52.6293
			B	4,789.45	9,578.90	114,946.80	55.2608
			C	5,028.92	10,057.84	120,694.08	58.0238
			D	5,280.36	10,560.72	126,728.64	60.9249
			E	5,544.39	11,088.78	133,065.36	63.9713
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,601.49	5,202.98	62,435.76	30.0160
			B	2,731.55	5,463.10	65,557.20	31.5167
			C	2,868.14	5,736.28	68,835.36	33.0927
			D	3,011.54	6,023.08	72,276.96	34.7472
			E	3,162.11	6,324.22	75,890.64	36.4845
2513	Senior Human Resources Analyst*	CONF	A	3,826.17	7,652.34	91,828.08	44.1464
			B	4,017.47	8,034.94	96,419.28	46.3536
			C	4,218.34	8,436.68	101,240.16	48.6713
			D	4,429.27	8,858.54	106,302.48	51.1050
			E	4,650.73	9,301.46	111,617.52	53.6602
4208	Senior Information Systems Technician	TTSSEA	A	2,916.27	5,832.54	69,990.48	33.6480
			B	3,062.08	6,124.16	73,489.92	35.3303
			C	3,215.19	6,430.38	77,164.56	37.0969
			D	3,375.95	6,751.90	81,022.80	38.9518
			E	3,544.74	7,089.48	85,073.76	40.8993
9637	Senior Lifeguard	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
5305	Senior Maintenance Worker	TEAMSTERS	A	2,428.59	4,857.18	58,286.16	28.0211
			B	2,550.00	5,100.00	61,200.00	29.4219
			C	2,677.50	5,355.00	64,260.00	30.8930
			D	2,811.39	5,622.78	67,473.36	32.4379
			E	2,951.95	5,903.90	70,846.80	34.0597
3203	Senior Planner*	TMMBU	A	3,910.16	7,820.32	93,843.84	45.1155
			B	4,105.67	8,211.34	98,536.08	47.3713
			C	4,310.96	8,621.92	103,463.04	49.7399
			D	4,526.50	9,053.00	108,636.00	52.2268
			E	4,752.82	9,505.64	114,067.68	54.8381

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Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5402	Senior Water Plant Operator	TEAMSTERS	A	3,052.39	6,104.78	73,257.36	35.2185
			B	3,205.01	6,410.02	76,920.24	36.9795
			C	3,365.26	6,730.52	80,766.24	38.8284
			D	3,533.52	7,067.04	84,804.48	40.7698
			E	3,710.20	7,420.40	89,044.80	42.8084
5407	Senior WW Plant Operator	TEAMSTERS	A	2,864.97	5,729.94	68,759.28	33.0561
			B	3,008.19	6,016.38	72,196.56	34.7085
			C	3,158.60	6,317.20	75,806.40	36.4440
			D	3,316.54	6,633.08	79,596.96	38.2663
			E	3,482.39	6,964.78	83,577.36	40.1799
9101	Student Clerk	LS	A				11.0000
3343	Supervising Building & Fire Inspector	TMMBU	A	3,500.71	7,001.42	84,017.04	40.3913
			B	3,675.74	7,351.48	88,217.76	42.4108
			C	3,859.53	7,719.06	92,628.72	44.5313
			D	4,052.51	8,105.02	97,260.24	46.7579
			E	4,255.14	8,510.28	102,123.36	49.0959
3345	Supervising Construction Inspector	TMMBU	A	3,649.05	7,298.10	87,577.20	42.1028
			B	3,831.51	7,663.02	91,956.24	44.2080
			C	4,023.08	8,046.16	96,553.92	46.4184
			D	4,224.23	8,448.46	101,381.52	48.7392
			E	4,435.44	8,870.88	106,450.56	51.1762
3344	Supervising Plans Examiner*	TMMBU	A	3,433.08	6,866.16	82,393.92	39.6109
			B	3,604.73	7,209.46	86,513.52	41.5914
			C	3,784.98	7,569.96	90,839.52	43.6712
			D	3,974.22	7,948.44	95,381.28	45.8546
			E	4,172.94	8,345.88	100,150.56	48.1475
3523	Technical Theatre Supervisor*	TMMBU	A	2,924.59	5,849.18	70,190.16	33.7440
			B	3,070.83	6,141.66	73,699.92	35.4313
			C	3,224.36	6,448.72	77,384.64	37.2027
			D	3,385.58	6,771.16	81,253.92	39.0629
			E	3,554.87	7,109.74	85,316.88	41.0162
4461	Theatre Operations & Tech Asst	TTSSEA	A	1,967.16	3,934.32	47,211.84	22.6971
			B	2,065.52	4,131.04	49,572.48	23.8320
			C	2,168.80	4,337.60	52,051.20	25.0237
			D	2,277.23	4,554.46	54,653.52	26.2747
			E	2,391.09	4,782.18	57,386.16	27.5884
9361	Theatre Technician	LS	A				25.6400
			B				26.9200
			C				28.2600
			D				29.6800
			E				31.1600
1109	Transportation Commissioner			Stipend $50.00 per meeting			

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3423	Treatment Plant Facilities Maintenance Superintendent*	TMMBU	A	4,084.52	8,169.04	98,028.48	47.1273
			B	4,288.74	8,577.48	102,929.76	49.4836
			C	4,503.18	9,006.36	108,076.32	51.9578
			D	4,728.34	9,456.68	113,480.16	54.5557
			E	4,964.75	9,929.50	119,154.00	57.2834
3410	Treatment Plant Facilities Maintenance Supervisor	TMMBU	A	3,403.76	6,807.52	81,690.24	39.2726
			B	3,573.95	7,147.90	85,774.80	41.2363
			C	3,752.65	7,505.30	90,063.60	43.2981
			D	3,940.28	7,880.56	94,566.72	45.4630
			E	4,137.30	8,274.60	99,295.20	47.7362
1520	Utilities Director*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
3424	Utilities Laboratory Supervisor*	TMMBU	A	3,676.09	7,352.18	88,226.16	42.4148
			B	3,859.89	7,719.78	92,637.36	44.5355
			C	4,052.88	8,105.76	97,269.12	46.7622
			D	4,255.52	8,511.04	102,132.48	49.1003
			E	4,468.30	8,936.60	107,239.20	51.5553
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,010.29	8,020.58	96,246.96	46.2708
			B	4,210.80	8,421.60	101,059.20	48.5843
			C	4,421.34	8,842.68	106,112.16	51.0135
			D	4,642.41	9,284.82	111,417.84	53.5642
			E	4,874.53	9,749.06	116,988.72	56.2424
5404	Utility Operator	TEAMSTERS	A	3,269.44	6,538.88	78,466.56	37.7229
			B	3,432.89	6,865.78	82,389.36	39.6087
			C	3,604.55	7,209.10	86,509.20	41.5894
			D	3,784.77	7,569.54	90,834.48	43.6687
			E	3,974.01	7,948.02	95,376.24	45.8522
9351	Water Patrol Aide	LS	A				13.0100
			B				13.6600
			C				14.3400
			D				15.0600
			E				15.8100
5401	Water Plant Operator	TEAMSTERS	A	2,784.07	5,568.14	66,817.68	32.1226
			B	2,923.27	5,846.54	70,158.48	33.7287
			C	3,069.46	6,138.92	73,667.04	35.4155
			D	3,222.92	6,445.84	77,350.08	37.1861
			E	3,384.09	6,768.18	81,218.16	39.0457
5403	Water Plant Operator-In-Training	TEAMSTERS	A	2,310.80	4,621.60	55,459.20	26.6621
			B	2,426.35	4,852.70	58,232.40	27.9953
			C	2,547.66	5,095.32	61,143.84	29.3949
			D	2,675.05	5,350.10	64,201.20	30.8648
			E	2,808.79	5,617.58	67,410.96	32.4079

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3421	Water Plant Superintendent*	TMMBU	A	4,010.29	8,020.58	96,246.96	46.2708
			B	4,210.80	8,421.60	101,059.20	48.5843
			C	4,421.34	8,842.68	106,112.16	51.0135
			D	4,642.41	9,284.82	111,417.84	53.5642
			E	4,874.53	9,749.06	116,988.72	56.2424
3431	Water Resources Coordinator*	TMMBU	A	2,601.04	5,202.08	62,424.96	30.0108
			B	2,731.09	5,462.18	65,546.16	31.5114
			C	2,867.65	5,735.30	68,823.60	33.0870
			D	3,011.03	6,022.06	72,264.72	34.7413
			E	3,161.58	6,323.16	75,877.92	36.4784
9112	Webmaster/Information Systems	LS	A				31.3000
			B				32.8700
			C				34.5100
			D				36.2400
			E				38.0500
3422	WW Operations Superintendent*	TMMBU	A	4,084.52	8,169.04	98,028.48	47.1273
			B	4,288.74	8,577.48	102,929.76	49.4836
			C	4,503.18	9,006.36	108,076.32	51.9578
			D	4,728.34	9,456.68	113,480.16	54.5557
			E	4,964.75	9,929.50	119,154.00	57.2834
5406	WW Plant Operator	TEAMSTERS	A	2,613.15	5,226.30	62,715.60	30.1506
			B	2,743.80	5,487.60	65,851.20	31.6580
			C	2,880.99	5,761.98	69,143.76	33.2409
			D	3,025.03	6,050.06	72,600.72	34.9028
			E	3,176.28	6,352.56	76,230.72	36.6480
5405	WW Plant Operator-In-Training	TEAMSTERS	A	2,168.91	4,337.82	52,053.84	25.0249
			B	2,277.36	4,554.72	54,656.64	26.2762
			C	2,391.22	4,782.44	57,389.28	27.5899
			D	2,510.79	5,021.58	60,258.96	28.9695
			E	2,636.32	5,272.64	63,271.68	30.4179

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RESOLUTION 2018 - _____

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION, AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Police Officers Association (TPOA) expired on June 30, 2018, and

WHEREAS, Representatives from the City and the TPOA have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2018 through June 30, 2021, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2018 to June 30, 2021

NOW, THEREFORE, BE IT RESOLVED, That City Council and the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Police Officers Association for the period of July 1, 2018 through June 30, 2021.

BE IT FURTH RESOLVED THAT, the City Council authorizes the City Manager or his designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution, including amending the City's Master Salary Schedule.

* * * * * * * * * * * * * * * * * *

The foregoing Resolution 2018 - _____ was adopted by the Tracy City Council on the 18th day of September, 2018 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

September 18, 2018

AGENDA ITEM 1.J

REQUEST

APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY TECHNICAL SUPPORT SERVICES EMPLOYEE ASSOCIATION, AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

EXECUTIVE SUMMARY

In December 2017, the City of Tracy Technical and Support Services Employee Association (TTSSEA) submitted a Petition for Formal Recognition to the Municipal Employee Relations Officer to be the exclusive bargaining representative/recognized employee organization for unrepresented classifications in the Technical and Support Services Unit. On March 20, 2018 City Council certified the TTSSEA as the exclusive bargaining representative for technical and support services classifications. Representatives from the City and the TTSSEA have met and conferred in good faith to negotiate a new Memorandum of Understanding (MOU). The attached MOU covers a period of 36 months (three years), commencing on July 1, 2018, and expiring June 30, 2021.

DISCUSSION

There are three key financial components in the new TTSSEA MOU. Those are as follows:

1. Effective the first full pay period following approval by the City Council, salary ranges for classifications in this unit shall be increased by 4.0%.

   Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 4.0%.

   Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by 4.0%.

2. Increase of City Match to Deferred Compensation by 2% (total of 5%).

3. Increase annual uniform allowance by $100 for Police Records Assistants I and II effective July 1, 2019 (total of $850).

Other changes to the MOU consist of adding provisions or amendments to include updated statutory language or to further clarify current practices.

The City's Master Salary Schedule contains the salary changes for employee classifications that are part of TTSSEA. The Master Salary Schedule must be amended to reflect the terms of the new MOU as listed in Exhibit A.

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 that attracts, motivates, develops, and retains a high-quality, engaged, informed and high-performing workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The financial impact to the City contained in the changes to the sections of the MOU listed above for the term of this MOU is shown in the table below:

	FY 18/19	FY19/20	FY 20/21
	Year 1 Effective October 2018	Year 2 Effective July 2019	Year 3 Effective July 2020
General Fund	$ 97,344	$ 249,129	$ 373,241
Non- GF	$ 56,862	$ 145,903	$ 218,794
Total	$ 154,205	$ 395,032	$ 592,034

RECOMMENDATION

That the City Council, by resolution, approve the Memorandum of Understanding between the City of Tracy and the City of Tracy Technical and Support Services Employee Association, authorize the City Manager to increase appropriations, and authorize an amendment of the City Master Salary Schedule.

Prepared by: Kimberly Murdaugh, Interim Director of Human Resources

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

Approved by: Randall Bradley, City Manager

Attachments: Exhibit A – Tracy Technical and Support Services Employee Association (TTSSEA) Memorandum of Understanding
Exhibit B – Master Salary Schedule

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

CITY OF TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA)

July 1, 2018 – June 30, 2021

Think Inside the Triangle™

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

CITY OF TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCATION (TTSSEA) MOU
July 1, 2018 – June 30, 2021

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MEMORANDUM OF UNDERSTANDING
Between
CITY OF TRACY
and
CITY OF TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA)

July 1, 2018 – June 30, 2021

Section 1: Purpose and Intent

Employees covered under this Plan are non-exempt from the Fair Labor Standards Act (FLSA) and are covered by the authority of the Personnel Rules & Regulations and Classification Plan.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018 through June 30, 2021.

A. City Recognition

The City Manager or, where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City".

B. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability or mental disability, military or veteran status which does not prevent an employee from meeting the minimum standards established.

Section 2: Unit Membership

Employees covered by the Plan are in the following positions and classifications:

Accounting Assistant

Accounting Coordinator
Accounting Technician
Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Airport Coordinator
Box Office Assistant
Box Office Coordinator
Building Permit Technician
Crime Analyst
Deputy City Clerk
Executive Assistant
Geographic Information System (GIS) Technician
Information System Technician I
Information System Technician II
Media Services Coordinator
Payroll Coordinator
Police Records Assistant I
Police Records Assistant II
Police Support Services Technician
Receptionist
Recreation Program Coordinator I
Recreation Program Coordinator II
Senior Accounting Assistant
Senior Information Systems Technician
Theatre Operations and Technical Assistant

Commented [ML1]: Same comment as above

Section 3: Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made and that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled

or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when their dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City, which may arise as a result of the application of this Section, including but not limited to Association dues deductions or changes to such dues deductions. Any amounts paid in error shall be adjusted in subsequent payment.

Section 4: Association Representatives

A. Attendance of Meetings by Employees

Any employee who is directed to attend a meeting, at which one of the issues is the proposed discipline of said employee, shall be entitled to a representative at such meeting; provided, however, such representation shall include no more than one representative in addition to the employee being disciplined. The City agrees to provide the Association's representative reasonable release time to prepare for grievance or discipline meetings with the City. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary for the meeting.

B. Access to Work Locations

Reasonable access to employee work locations shall be granted to Association officers and their officially designated representatives, for the purpose of contacting employees concerning business within the scope of representation. Such employees or representative shall not enter any work location without the consent of the Department Director. Access shall be restricted as not to interfere with the normal operations of the

department or with established security requirements.

C. Bargaining Unit Member Contact Information

Subject to the exclusions provided in Government Code Section 6254.3(c), in compliance with Government Code Sections 3555-3559 (Assembly Bill 119) the City shall provide the exclusive representative for the Tracy Technical Support Services Employee Association (TTSSEA) with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the Association once every 120 days. In addition, a report of all TTSSEA hires will be provided to the Association within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year. The information shall include the following information except for any information subject to exclusion pursuant to.

D. Union Access to New Employee Orientation

The City will provide the Association President not less than ten (10) days' notice of the onboarding orientation meeting (if any) held between Human Resources Department representatives and new bargaining unit employees. If a bargaining unit member's first day of work begins less than ten (10) days after the date the final offer of employment is accepted, the 10-day notice requirement may be reduced, and the City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow an Association unit member representative and/or a non-employee Association labor representative to spend fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information about the MOU and related matters.

E. Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association shall be given the opportunity to meet with management representatives prior to adoption.

F. Release Time for Representation

Up to four (4) Association representatives shall be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

Section 5: Hours of Work

A. Work Week

Unless otherwise designated by the Department Head, the work week for TTSSEA

employees on a 5/8 schedule (eight hours a day for five days) or a 4/10 schedule (10 hours a day for four days) shall be from Sunday through the following Saturday; for City employees on a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed) shall be Friday halfway through the work day through the following Friday halfway through the work day. These designated workweeks may be changed only as a result of major changes in operations, payroll procedures or as otherwise necessary in order to deliver services as efficiently and economically as possible.

B. Overtime and Compensatory Time

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 additional hours worked as assigned (recorded in 15-minute increments). Compensatory time accrual shall 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.

C. Pay Days

Employees shall be paid twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as overtime, vacation, and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.

During the term of this agreement, the City may change the pay dates to 26 pay periods a year after meeting with the Union regarding the impact of the decision and the implementation dates for such change.

D. Probationary Period

Any person appointed to a position in the Competitive Service, shall be placed on probation for a period of six (6) months unless otherwise specified in a Council approved resolution. The probationary period for all promoted employees shall be six (6) months. With the approval of the Human Resources Director and upon written notice to the probationer, the probationary period may be extended up to six (6) months for those on a six-month probation period. The probationary period shall be considered a part of the recruitment, examination and selection process and shall not include the time served under any limited service or provisional appointment, but shall date from the time of appointment to a regular position after certification. The Department head may extend the probationary period for the same period if a leave of absence occurs during

the probationary period. During the probation period, the employee may be rejected by the Department Head in consultation with the Human Resources Director at any time without cause and without right of appeal or hearing.

Section 6: Compensation

A. Salary Ranges

Effective the first full pay period in July 2018, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 4.0%.

Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 4.0%.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by 4.0%.

The salary ranges for the classifications identified in Section 2 have five (5) steps, with five percent (5%) separation between each step. Step A is the minimum and Step E is the maximum of the range.

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 the position's classification.

B. Out-of-Class Pay

When a TTSSEA 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 regular pay rate.

Intermittent or occasional performance of duties of a higher classification is not sufficient to qualify for higher pay. Further details relating to the payment of out-of-class pay are contained in the City's Administrative Policies and Procedure Section O: Out-of-Class Pay.

Section 7: Leave

A. Definition

Leave will be granted as provided for in the Personnel Rules. Leave may be used during the first six (6) months of service with supervisory approval and in accordance with City Administrative Policies and Procedures.

B. Paid Holidays

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

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

C. Floating Holidays

16 hours of floating holiday leave per calendar year shall be granted to employees.

D. Maximum Accrual of Leave

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

E. Leave Buy-Back

Employees are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy-back up to fifty percent (50%) of the accumulated leave, but not more than the equivalent of one year's earning rate for vacation and floating holidays. The hourly rate is the annual salary divided by 2080 hours of work.

F. Vacation Leave

1) Vacation Accrual

Each full-time employee shall accrue vacation prorated per pay period at the following rate for continuous service performed in a paid status as follow.

0 through 5 years of service:	96 hours per year of vacation
6 through 10 years of service:	136 hours per year of vacation
11 through 15 years of service:	176 hours per year of vacation

16 or more years of service: 192 hours per year of vacation

2) Vacation Accumulation

The maximum accrual for TTSSEA employees for vacation and floating holidays shall not exceed a total of 400 hours.

3) Vacation Pay Upon Termination

Upon termination, employees shall be paid for all accrued vacation earned, but not taken, up to the maximum accrual permitted.

G. Sick Leave

1) Sick Leave Accrual

Employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

Eight (8) hours for each month of service in a paid status during the first 20 years of employment.

For employees hired prior to January 1, 1987, 16 hours for each month of service in a paid status beginning the 21st year of employment and thereafter.

Unlimited accrual of sick leave is allowed. Employees may take unlimited days of sick leave for family sick leave.

2) Approval

Sick leave may be requested and used as approved by the Department Director. Approved sick leave shall be paid until the employee's accumulated total of sick leave hours has been exhausted. At that time, the employee shall receive no further pay for sick leave.

An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor prior to the time set for reporting to work. Failure to make reasonable efforts to notify the on-duty supervisor for the use of sick leave, prior to the commencement of the shift for which leave is requested, may result in loss of the sick leave privilege for the subject shift.

3) Usage

Sick leave may be requested only in cases of actual 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.

4) Doctor's Certificate

The City has a legitimate concern in preventing abuse of sick leave use. If the City has a reason to believe that sick leave is being abused, it may request that an absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Department Director may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

5) Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17, Section 17.8.

6) Sick Leave Conversion at Retirement

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 in conjunction with COBRA provisions. 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.

H. 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 Head'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, step-parents, parents- in-law, spouse, child, step-child, son/daughter-in-law, brother, sister, brother/sister- in-law, grandparents, grandchildren, legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

In special cases, with the approval of the Department Head, the Human Resource Director, may grant a bereavement leave in other circumstances.

I. Military Leave

1) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Department Head an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

2) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after reinstatement.

3) A person employed by the City to fill a position made vacant by an employee on military leave of absence, shall hold the position, subject to being laid off upon reinstatement of said employee to their former position. An employee promoted to fill a position made vacant by an employee on military leave, shall hold such position, subject to being reinstated to their former position upon return of the employee.

J. Family and Medical Leave Act (FMLA)/ California Family Rights Act (CFRA)/ Pregnancy Disability Leave (PDL)

The parties acknowledge the applicability of the Family and Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave and intend to apply and implement this Agreement so as to comply with the federal and state laws and regulations.

K. Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leaves of absence shall be granted, with pay, up to the amount of the difference of the employee's regular earnings and any amount they receive for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

L. Voting Leave

Employees shall be granted sufficient time to vote without loss of compensation, up to a maximum of two (2) hours in accordance with the City's Voting Time Off Policy, during municipal, primary, and general elections.

Section 8: 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 shall receive average of three (3) consecutive highest years and 2% at 62 benefits formula provided through the Public Employees' Retirement System (PERS)

2) Payment of CalPERS Retirement Benefit

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

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

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

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

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

B. Short Term Disability Insurance (STD)

Participation in the City's STD insurance plan is mandatory. The City shall deduct .83% of the employee's earnings, prior to applying taxes, each pay period to pay the premiums for this plan.

Short Term Disability Insurance payments are available to employees who cannot work because of sickness or non-work-related injury. 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 are 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 for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

C. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or

vacation accruals. In order to qualify for Workers' Compensation, the employee must be under the care of a physician and it has been deemed a compensable injury/illness by our Third Party Workers' Compensation Administrator.. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 14 days.

Temporary disability payments under Workers' Compensation Laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and their full salary. Payments from the insurance carrier for disability arising out of, and in the course of employment, shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted from the monies that the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay. 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.

D. Education Expense Reimbursement

An employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, supplies, and tuition up to a maximum of $2,500 dollars per fiscal year, for courses taken at an accredited public college or university in California, or for the California tuition equivalent for courses that must be taken at colleges or universities outside of the California public education system. The employee must obtain pre-approval for the course from the Department Director.

Mileage reimbursement shall only be provided for those courses the City directs the employee to attend.

E. Insurance

1) Medical

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

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

4) Life Insurance

Employees shall receive City-paid life insurance coverage in the amount of 100% of the employee's annual salary up to $50,000. Supplemental life insurance may be purchased, at the same premium rate, at the employees own expense up to an additional $25,000 dollars or up to the employee's annual salary, whichever is less.

5) Cafeteria Plan

a) 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.

b) Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at $996 dollars per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired 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).

c) Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2019, and each January thereafter during the term of this Memorandum of Understanding 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 programs in which the employee is enrolled, 2) payment of premium charges for the dental insurance programs which the employee is enrolled, and/or 3) payment of premium charges for vision insurance program 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 his/her 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 HR designee. 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.

F. Deferred Compensation

TTSSEA employees shall be eligible for up to five percent (5%) City matching

contribution to their Deferred Compensation Plan. The TTSSEA employee will receive a City matching contribution of up to five percent (5%) of their annual salary per pay period to their Deferred Compensation Plan, contingent upon the TTSSEA employee also contributing up to five percent (5%) of salary to their Deferred Compensation Plan.

G. Retention Incentive

All TTSSEA 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 (10^{th}, 15^{th}, 20^{th}, 25^{th}, etc.) to come.

Section 9: Allowances

A. Travel Expense Reimbursement

City Administrative Procedure Section T - Travel Expense, shall be used to reimburse mileage expenses incurred when using a personal vehicle on City business.

B. Meal Allowance

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.

C. Bilingual Pay

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:

1. Approval from the Department Head that a particular assignment requires the need for the specific alternate language.

2. 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.

D. Uniform Allowance

The City shall provide the Police Records Assistant I and II a uniform allowance of $850

dollars per year effective July 1, 2019 for the duration of this Memorandum of Understanding. The uniform allowance shall be paid annually on the regular payday for the pay period that includes June 30, 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 specified.

Section 10: Conditions of Service

A. Service with the City of Tracy shall be regulated by the Personnel Rules & Regulations and Classification Plan for the positions covered by this Memorandum of Understanding.

B. The Personnel Rules & Regulations and Classification Plan are generally implemented through the City's Administrative Procedures and Departmental Guidelines.

1) *Reclassification*. If an employee requests a reclassification study, and the Department Head does not agree, the employee shall have the opportunity to appeal the reclassification request to the Personnel Officer or designee. The decision of the Personnel Officer or designee shall be final and not subject to the grievance procedure.

C. The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules & Regulations and Classification Plan.

Section 11: Miscellaneous Personnel Actions

A. Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

1) The City Manager determines that the best interests of the City will be served by promoting from within.

2) The person to be promoted meets the minimum qualifications of the promotional position.

3) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

B. Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

4) By appointment of eligible candidates from re-employment lists;

5) By appointment of eligible candidates from promotional lists;

6) By appointment of eligible candidates from an open eligibility list;

Provided, however, when the City Manager deems it necessary, individuals on a lateral entry employment list may be considered for appointment.

The number of eligible candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. If there are insufficient available eligible candidates on a promotional list, enough available eligible candidates shall be certified simultaneously from the promotional and eligible list to assure that the number eligible exceeds by two (2) the number of vacancies to be filled.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

C. Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the Department Directors.

Commented [ML2]: Is this transfer limited to within one department or is meant to apply for inter departmental transfers – in which case Director should be plural.

D. Demotion

The City Manager may demote an employee who so requests it, or whose ability to perform their required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which they do not possess the minimum qualifications.

E. Suspension

The Department Director may suspend an employee, without pay, from their position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days. However, notwithstanding this 30-day limit, suspensions of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.

Section 12: Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When the Department Director is instructed by the City Manager to reduce the number

of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

1) Layoffs shall be by classification seniority within the Tracy TTSSEA.

2) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which they previously held permanent status, provided the displaced employee has less seniority in the classification.

3) An employee may demote or transfer to a vacant position in a classification for which they possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.

4) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment list for two (2) years.

5) A former employee appointed from a Re-employment list shall have restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employee shall not be eligible for benefits for which they received compensation at the time of, or subsequent to the date they were laid off.

Section 13: Separation from Service

A. Resignation

An employee wishing to resign from employment shall file, with the Department Director, a notice of intention to leave at least two (2) weeks in advance.

B. Reinstatement

An employee, in good standing, who has resigned may request a reinstatement and the City Manager may reinstate such employee to a vacant position in which the former employee previously had permanent status provided that such reinstatement is accomplished within one (1) year of the date of resignation and, if the City Manager determines reinstatement will be in the best interest of the City.

Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

C. Discharge

An employee may be discharged at any time by the Department Director and/or City Manager for cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the City Manager shall be notified and their

prior approval obtained.

Section 14: Employee Conduct and Discipline

A. Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

B. Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager for the purpose of making collections.

C. Outside Employment

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, to which affects the time or quality of their work or which creates a conflict of interest with their City employment. Employees must annually obtain the approval of the Department Director for any outside employment.

D. Private Use of City Equipment

No City facility or equipment shall be put to any private use without the express written permission of the City Manager.

E. Investigation of Employee

The City agrees that, except in cases of alleged criminal misconduct, an employee shall be notified, either orally or in writing, within a reasonable time frame, of the initiation, by the City or Department, of any investigation involving the employee and the nature of the complaint and/or conduct under investigation.

F. Disciplinary Action

This section shall apply to the following disciplinary actions:

- Oral Reprimand;
- Written Reprimand;
- Suspension;
- Demotion;
- Temporary Reduction in Pay; and
- Discharge.

G. Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for cause. The following shall constitute cause for disciplinary action against an employee:

1) Fraud in securing employment
2) Incompetence
3) Inefficiency
4) Inexcusable neglect of duty
5) Insubordination
6) Dishonesty
7) Being under the influence of alcohol or controlled substance while on duty
8) Inexcusable absence without leave
9) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea, or verdict of guilty, or conviction following a plea nolo contender, to a charge of a felony, or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
10) Discourteous treatment of the public of other employees
11) Misuse of City property
12) Violation of any established City of Tracy department rule, regulation, policy and/or manual
13) Unlawful discrimination or retaliation, including harassment, on the basis of race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, against the public or other employees while acting in the capacity of a City employee.

H. Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

I. Disciplinary Action Procedure and Appeals

1) Applicability

These procedures are not applicable to temporary, contract or probationary employees.

To initiate disciplinary action against a permanent, TTSSEA employee, the appointing authority must submit to the employee a written notice of intent to take disciplinary action. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

2) Notice

The City agrees to give an employee, who is being disciplined, at least eight (8) calendar days' notice of such disciplinary action, as provided in Paragraph E of this section.

3) Request for Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within seven (7) calendar days of receipt of the notice.

Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

4) Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

5) Representation

The employee may be represented at the hearing by a representative of the employee's choice.

6) Conduct of Skelly Hearing

The appointing authority, or a designee who has authority to amend the discipline, shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority, or designee, may determine to uphold, modify, or revoke, the proposed disciplinary action.

7) Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

8) Dispute of Disciplinary Action and Appeals

Any dispute that involves the disciplinary action taken against an

employee will be conducted under the terms set forth in Section 15 of this Agreement.

J. Personnel/ Files

An employee and/or their representative, if authorized in writing, shall be permitted to examine the entire contents of their personnel file during regular business hours of the Human Resources Department.

No material, which relates to the employee's conduct, attitude, work performance, or service, shall be included in their personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the Department Head, or designee, shall provide the employee the opportunity to review the material and sign and date it. The employee shall have the right to insert in their personnel file, supplementary material and a written response within thirty (30) days of the employer inserting an item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

The above provisions shall not apply to files involving a criminal investigation of any employee, which requires confidentiality. However, no portion of any file material deemed to be confidential, shall be used in any disciplinary action until the affected employee has been afforded the opportunity to review such confidential material and respond in writing in accordance with the above provisions.

Section 15: Grievances and Appeals

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement, or disciplinary action that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay) taken against an employee, or the application of the Personnel Rules, or the application of Department rules, excluding, however, those provisions of this Agreement, which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

B. Confidentiality and Privacy Rights

1) Meetings and Hearings

Except as provided by the City Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matters shall be private and confidential, and shall include only the parties, City representatives, Association representatives, witnesses, and other necessary attendees.

2) Release of Arbitration Award

The parties agree that written arbitration are public records. If a grievance results in a written arbitration decision and the Association releases the arbitration decision to third parties, the City may disclose any information contained within the arbitration decision to third parties. Neither the City nor Association shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

C. Grievances shall be processed in the following manner:

1) ***Informal Discussion***. Any employee who believes that they have a grievance may discuss their complaint with such departmental management official as the Department Director may designate. Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. The bargaining unit member or the Association representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Association should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide their response within ten (10) calendar days following the informal discussion.

2) ***Formal Submission***. Should the grievance remain unresolved, the bargaining unit member or Association representative may submit the grievance, in writing, to the Division Manager. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Division Manager, or their designated representative, shall render a decision in writing to the bargaining unit member and/or Association within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Association within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Association.

3) ***Appeal to Department Head***. Should the grievance remain unresolved, the bargaining unit member or Association representative may, within ten (10) calendar days after receipt of the Division Manager's decision, submit the grievance in writing to the Department Director. The Department Director shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Association from presenting a

grievance to the Department Director if it is deemed that such action is warranted by the nature of circumstances of the grievance.

4) ***Bargaining Unit Member Relations Officer – Union Representatives***. Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Department Head response, submit the grievance in writing to the City Manager. The City Manager, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of the City Manager's decision shall be final and binding.

5) ***Disciplinary Arbitration***. Should the grievance remain unresolved, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager, or their representative.

   The parties may mutually agree upon the selection of the arbitrator or jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. The parties shall then meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

   The fees and expenses of an arbitrator, and of a Court reporter, shall be equally shared by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

6) ***Discipline Hearing Officer Authority***. The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a recommended decision on the City Manager and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing. The City Manager's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.

   No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Paragraph A of this section.

D. Time Limits

Time limits prescribed in this Agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow time limits, unless so modified, shall cause the grievance to move to Formal Submission or Appeal to Department Head, whichever is the next level, as set forth in Paragraph B of this section.

E. Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

F. Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the City's interest, the Association , or a substantial number of members represented by the Union, either the City or the Association may request suspension of the grievance process as set forth in Paragraph B of this section and proceed to immediate resolution discussions with the Department Director, other representative designated by the Department Director, and a Association representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

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Commented [ML4]:

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Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within 48-hour period shall be selected.

In any such case, the arbitrator shall not have the power to add to or subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering their award. Pending prompt and immediate decisions of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provision of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

G. Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege that an employee is not being compensated in accordance with the provisions of this Agreement, shall be

considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

H. No Change to Memorandum

Proposals to add to or change this Agreement, or written agreements or addenda supplementary hereto shall not be subject to arbitration. No proposals to modify, amend, or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to under this Section. No arbitrator shall have the power to amend or modify this Agreement, or written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

I. Mutual Agreement on Changes

No changes in the Agreement or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association President.

J. No Strike

The Association, its members and representatives agree that during the term of this Agreement, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job actions for the purpose of effecting changes in the directives, or decisions, or management of the City, nor to effect a change of personnel, or operations of management, or of employees not covered by this Agreement.

Section 16: City Rights

A. The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:

(1) To direct employees.

(2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.

(3) To dismiss employees because of lack of work or for other just cause.

(4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.

(5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.

(6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.

(7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.

(8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 14.

Section 17: General Provisions

A. Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

1) Classification Seniority - Seniority accruing from continuous service from date of appointment to classification.
2) Department Seniority - Seniority accruing from continuous service within the Department from date of appointment.
3) City Seniority - Seniority accruing from continuous service within the City.
4) Seniority shall not be affected by authorized paid leave of absence.

B. Americans with Disabilities Act (ADA)

The City and the Associations recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 14 of this Agreement. The Association will be advised of proposed accommodations, prior to

implementation by the City.

Section 18: Modification

There will be no alteration or modification of any provision contained in this Memorandum without its written consent of all parties hereto.

Section 19: Total Agreement

This Agreement constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 20: Separability of Provisions

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 21: Event of Conflict

This Agreement shall supersede any prior Agreement, rules or regulations in direct conflict with the provisions hereof.

Section 22: Choice of Law and Venue

The laws of the State of California shall govern this MOU. In the event of any lawsuit commenced by the City as a result of the performance of this Agreement, the parties each consent that the venue for any such action shall be laid in a court of competent jurisdiction in the County of San Joaquin, State of California.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

APPROVED AND ACCEPTED:

Date:

Tracy Technical and Support Services Employee Association

City of Tracy

By: _____
Raquel Votaw, *TTSSEA President*

By: _____
Randall Bradley, *City Manager*

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A	3,230.86	6,461.72	77,540.64	37.2777
			B	3,392.41	6,784.82	81,417.84	39.1417
			C	3,562.03	7,124.06	85,488.72	41.0988
			D	3,740.13	7,480.26	89,763.12	43.1537
			E	3,927.13	7,854.26	94,251.12	45.3113
4112	Accounting Assistant	TTSSEA	A	2,054.94	4,109.88	49,318.56	23.7099
			B	2,157.69	4,315.38	51,784.56	24.8955
			C	2,265.57	4,531.14	54,373.68	26.1402
			D	2,378.85	4,757.70	57,092.40	27.4472
			E	2,497.80	4,995.60	59,947.20	28.8197
4203	Accounting Coordinator	TTSSEA	A	2,937.05	5,874.10	70,489.20	33.8877
			B	3,083.91	6,167.82	74,013.84	35.5822
			C	3,238.11	6,476.22	77,714.64	37.3614
			D	3,400.02	6,800.04	81,600.48	39.2295
			E	3,570.03	7,140.06	85,680.72	41.1911
3103	Accounting Officer*	TMMBU	A	4,210.13	8,420.26	101,043.12	48.5766
			B	4,420.63	8,841.26	106,095.12	51.0053
			C	4,641.66	9,283.32	111,399.84	53.5556
			D	4,873.74	9,747.48	116,969.76	56.2333
			E	5,117.42	10,234.84	122,818.08	59.0449
4201	Accounting Technician	TTSSEA	A	2,527.19	5,054.38	60,652.56	29.1588
			B	2,653.55	5,307.10	63,685.20	30.6167
			C	2,786.22	5,572.44	66,869.28	32.1475
			D	2,925.54	5,851.08	70,212.96	33.7549
			E	3,071.82	6,143.64	73,723.68	35.4427
4101	Administrative Assistant I	TTSSEA	A	1,842.70	3,685.40	44,224.80	21.2611
			B	1,934.84	3,869.68	46,436.16	22.3242
			C	2,031.58	4,063.16	48,757.92	23.4404
			D	2,133.16	4,266.32	51,195.84	24.6124
			E	2,239.83	4,479.66	53,755.92	25.8432
4102	Administrative Assistant II	TTSSEA	A	2,045.85	4,091.70	49,100.40	23.6051
			B	2,148.14	4,296.28	51,555.36	24.7853
			C	2,255.55	4,511.10	54,133.20	26.0246
			D	2,368.32	4,736.64	56,839.68	27.3257
			E	2,486.73	4,973.46	59,681.52	28.6919
8102	Administrative Assistant II-Confidential	CONF	A	2,096.58	4,193.16	50,317.92	24.1904
			B	2,201.41	4,402.82	52,833.84	25.3999
			C	2,311.48	4,622.96	55,475.52	26.6699
			D	2,427.05	4,854.10	58,249.20	28.0033
			E	2,548.41	5,096.82	61,161.84	29.4036
4106	Administrative Assistant III	TTSSEA	A	2,169.23	4,338.46	52,061.52	25.0286
			B	2,277.69	4,555.38	54,664.56	26.2800
			C	2,391.58	4,783.16	57,397.92	27.5941
			D	2,511.16	5,022.32	60,267.84	28.9738
			E	2,636.72	5,273.44	63,281.28	30.4225

Legend:
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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4107	Administrative Technician	TTSSEA	A	2,527.19	5,054.38	60,652.56	29.1588
			B	2,653.55	5,307.10	63,685.20	30.6167
			C	2,786.22	5,572.44	66,869.28	32.1475
			D	2,925.54	5,851.08	70,212.96	33.7549
			E	3,071.82	6,143.64	73,723.68	35.4427
4425	Airport Coordinator	TTSSEA	A	2,436.24	4,872.48	58,469.76	28.1094
			B	2,558.06	5,116.12	61,393.44	29.5149
			C	2,685.96	5,371.92	64,463.04	30.9907
			D	2,820.25	5,640.50	67,686.00	32.5401
			E	2,961.26	5,922.52	71,070.24	34.1671
3510	Airport Manager*	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
9322	Airport Operations Assistant	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
5522	Animal Services Aide	TEAMSTERS	A	1,402.33	2,804.66	33,655.92	16.1801
			B	1,472.45	2,944.90	35,338.80	16.9892
			C	1,546.08	3,092.16	37,105.92	17.8387
			D	1,623.39	3,246.78	38,961.36	18.7307
			E	1,704.55	3,409.10	40,909.20	19.6671
5521	Animal Services Officer I	TEAMSTERS	A	1,951.77	3,903.54	46,842.48	22.5196
			B	2,049.34	4,098.68	49,184.16	23.6453
			C	2,151.79	4,303.58	51,642.96	24.8274
			D	2,259.39	4,518.78	54,225.36	26.0689
			E	2,372.36	4,744.72	56,936.64	27.3723
5523	Animal Services Officer II	TEAMSTERS	A	2,142.87	4,285.74	51,428.88	24.7245
			B	2,250.02	4,500.04	54,000.48	25.9608
			C	2,362.53	4,725.06	56,700.72	27.2589
			D	2,480.65	4,961.30	59,535.60	28.6218
			E	2,604.70	5,209.40	62,512.80	30.0531
3621	Animal Services Supervisor	TMMBU	A	2,610.43	5,220.86	62,650.32	30.1192
			B	2,740.95	5,481.90	65,782.80	31.6251
			C	2,877.99	5,755.98	69,071.76	33.2063
			D	3,021.89	6,043.78	72,525.36	34.8666
			E	3,172.98	6,345.96	76,151.52	36.6099

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9616	Aquatics Specialist	LS	A				17.3600
			B				18.2300
			C				19.1400
			D				20.1000
			E				21.1000
9634	Arts Education Coordinator	LS	A				21.6000
			B				22.6800
			C				23.8100
			D				25.0000
			E				26.2500
2573	Assistant City Attorney*	CONF	A	5,946.05	11,892.10	142,705.20	68.6056
			B	6,243.35	12,486.70	149,840.40	72.0359
			C	6,555.52	13,111.04	157,332.48	75.6377
			D	6,883.29	13,766.58	165,198.96	79.4195
			E	7,227.45	14,454.90	173,458.80	83.3904
3308	Assistant City Engineer*	TMMBU	A	5,017.52	10,035.04	120,420.48	57.8922
			B	5,268.40	10,536.80	126,441.60	60.7869
			C	5,531.82	11,063.64	132,763.68	63.8262
			D	5,808.41	11,616.82	139,401.84	67.0175
			E	6,098.84	12,197.68	146,372.16	70.3685
1502	Assistant City Manager*	DH	Min	7092.61	14185.22	170222.67	81.8347
			Max	8621.28	17242.56	206910.77	99.4725
3302	Assistant Civil Engineer*	TMMBU	A	3,377.58	6,755.16	81,061.92	38.9706
			B	3,546.45	7,092.90	85,114.80	40.9190
			C	3,723.78	7,447.56	89,370.72	42.9650
			D	3,909.97	7,819.94	93,839.28	45.1133
			E	4,105.46	8,210.92	98,531.04	47.3689
2682	Assistant Director DES*	CONF	A	5,678.84	11,357.68	136,292.16	65.5226
			B	5,962.78	11,925.56	143,106.72	68.7987
			C	6,260.92	12,521.84	150,262.08	72.2386
			D	6,573.96	13,147.92	157,775.04	75.8505
			E	6,902.66	13,805.32	165,663.84	79.6430
2681	Assistant Director DES/City Engineer*	CONF	A	5,949.60	11,899.20	142,790.40	68.6466
			B	6,247.07	12,494.14	149,929.68	72.0788
			C	6,559.44	13,118.88	157,426.56	75.6829
			D	6,887.40	13,774.80	165,297.60	79.4669
			E	7,231.79	14,463.58	173,562.96	83.4405
5232	Assistant Planner	TEAMSTERS	A	2,803.79	5,607.58	67,290.96	32.3502
			B	2,943.99	5,887.98	70,655.76	33.9678
			C	3,091.19	6,182.38	74,188.56	35.6662
			D	3,245.74	6,491.48	77,897.76	37.4494
			E	3,408.03	6,816.06	81,792.72	39.3219

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Effective 09-18-18

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3303	Associate Engineer*	TMMBU	A	3,794.37	7,588.74	91,064.88	43.7795
			B	3,984.07	7,968.14	95,617.68	45.9683
			C	4,183.29	8,366.58	100,398.96	48.2669
			D	4,392.45	8,784.90	105,418.80	50.6802
			E	4,612.07	9,224.14	110,689.68	53.2141
3202	Associate Planner*	TMMBU	A	3,211.09	6,422.18	77,066.16	37.0496
			B	3,371.65	6,743.30	80,919.60	38.9022
			C	3,540.23	7,080.46	84,965.52	40.8472
			D	3,717.24	7,434.48	89,213.76	42.8896
			E	3,903.11	7,806.22	93,674.64	45.0342
4451	Box Office Assistant	TTSSEA	A	1,842.70	3,685.40	44,224.80	21.2611
			B	1,934.84	3,869.68	46,436.16	22.3242
			C	2,031.58	4,063.16	48,757.92	23.4404
			D	2,133.16	4,266.32	51,195.84	24.6124
			E	2,239.83	4,479.66	53,755.92	25.8432
4455	Box Office Coordinator	TTSSEA	A	2,436.24	4,872.48	58,469.76	28.1094
			B	2,558.06	5,116.12	61,393.44	29.5149
			C	2,685.96	5,371.92	64,463.04	30.9907
			D	2,820.25	5,640.50	67,686.00	32.5401
			E	2,961.26	5,922.52	71,070.24	34.1671
3104	Budget Officer*	CONF	A	4,314.52	8,629.04	103,548.48	49.7810
			B	4,530.25	9,060.50	108,726.00	52.2701
			C	4,756.76	9,513.52	114,162.24	54.8836
			D	4,994.60	9,989.20	119,870.40	57.6278
			E	5,244.34	10,488.68	125,864.16	60.5093
5218	Building and Fire Inspector I	TEAMSTERS	A	2,516.12	5,032.24	60,386.88	29.03
			B	2,641.93	5,283.86	63,406.32	30.48
			C	2,774.02	5,548.04	66,576.48	32.01
			D	2,912.73	5,825.46	69,905.52	33.61
			E	3,058.36	6,116.72	73,400.64	35.29
5219	Building and Fire Inspector II	TEAMSTERS	A	3,213.50	6,427.00	77,124.00	37.08
			B	3,374.19	6,748.38	80,980.56	38.93
			C	3,542.88	7,085.76	85,029.12	40.88
			D	3,720.03	7,440.06	89,280.72	42.92
			E	3,906.02	7,812.04	93,744.48	45.07
5211	Building Inspector I	TEAMSTERS	A	2,739.37	5,478.74	65,744.88	31.61
			B	2,876.34	5,752.68	69,032.16	33.19
			C	3,020.15	6,040.30	72,483.60	34.85
			D	3,171.18	6,342.36	76,108.32	36.59
			E	3,329.74	6,659.48	79,913.76	38.42
5212	Building Inspector II	TEAMSTERS	A	3,060.47	6,120.94	73,451.28	35.31
			B	3,213.50	6,427.00	77,124.00	37.08
			C	3,374.19	6,748.38	80,980.56	38.93
			D	3,542.88	7,085.76	85,029.12	40.88
			E	3,720.03	7,440.06	89,280.72	42.92

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Effective 09-18-18

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5321	Building Maintenance Worker	TEAMSTERS	A	2,247.95	4,495.90	53,950.80	25.94
			B	2,360.34	4,720.68	56,648.16	27.23
			C	2,478.36	4,956.72	59,480.64	28.60
			D	2,602.28	5,204.56	62,454.72	30.03
			E	2,732.41	5,464.82	65,577.84	31.53
5322	Building Maintenance Worker Assistant	TEAMSTERS	A	2,206.02	4,412.04	52,944.48	25.45
			B	2,316.31	4,632.62	55,591.44	26.73
			C	2,432.12	4,864.24	58,370.88	28.06
			D	2,553.73	5,107.46	61,289.52	29.47
			E	2,681.41	5,362.82	64,353.84	30.94
3341	Building Official*	TMMBU	A	4,867.29	9,734.58	116,814.96	56.1589
			B	5,110.65	10,221.30	122,655.60	58.9668
			C	5,366.19	10,732.38	128,788.56	61.9152
			D	5,634.50	11,269.00	135,228.00	65.0110
			E	5,916.23	11,832.46	141,989.52	68.2616
4502	Building Permit Technician I	TTSSEA	A	2,232.92	4,465.84	53,590.08	25.7635
			B	2,344.57	4,689.14	56,269.68	27.0517
			C	2,461.79	4,923.58	59,082.96	28.4042
			D	2,584.89	5,169.78	62,037.36	29.8245
			E	2,714.14	5,428.28	65,139.36	31.3158
1506	City Attorney*	CONTRACT		8,645.83	17,291.66	207,500.00	99.7557
3110	City Clerk*	TMMBU	A	4,266.96	8,533.92	102,407.04	49.2323
			B	4,480.31	8,960.62	107,527.44	51.6939
			C	4,704.32	9,408.64	112,903.68	54.2785
			D	4,939.53	9,879.06	118,548.72	56.9924
			E	5,186.51	10,373.02	124,476.24	59.8420
1102	City Council Member*			292.50	585.00	7,020.00	
1501	City Manager*	CONTRACT		9,395.83	18,791.66	225,500.00	108.4135
1112	City Treasurer*			378.00	756.00	9,072.00	
9107	Clerical	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
3155	Code Compliance Analyst*	TMMBU	A	3,057.78	6,115.56	73,386.72	35.2807
			B	3,210.67	6,421.34	77,056.08	37.0448
			C	3,371.20	6,742.40	80,908.80	38.8970
			D	3,539.76	7,079.52	84,954.24	40.8418
			E	3,716.75	7,433.50	89,202.00	42.8839

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5202	Code Enforcement Officer	TEAMSTERS	A	2,599.11	5,198.22	62,378.64	29.9886
			B	2,729.06	5,458.12	65,497.44	31.4879
			C	2,865.52	5,731.04	68,772.48	33.0624
			D	3,008.79	6,017.58	72,210.96	34.7155
			E	3,159.24	6,318.48	75,821.76	36.4514
5513	Community Services Officer	TEAMSTERS	A	2,202.35	4,404.70	52,856.40	25.4108
			B	2,312.47	4,624.94	55,499.28	26.6813
			C	2,428.08	4,856.16	58,273.92	28.0152
			D	2,549.49	5,098.98	61,187.76	29.4161
			E	2,676.98	5,353.96	64,247.52	30.8870
3623	Communications Unit Supervisor*	TMMBU	A	3,158.81	6,317.62	75,811.44	36.4464
			B	3,316.75	6,633.50	79,602.00	38.2687
			C	3,482.59	6,965.18	83,582.16	40.1822
			D	3,656.71	7,313.42	87,761.04	42.1912
			E	3,839.56	7,679.12	92,149.44	44.3009
9113	Community Access Coordinator	LS	A				23.7800
			B				24.9600
			C				26.2100
			D				27.5200
			E				28.9000
3210	Community Development Analyst*	TMMBU	A	3,211.09	6,422.18	77,066.16	37.0496
			B	3,371.65	6,743.30	80,919.60	38.9022
			C	3,540.23	7,080.46	84,965.52	40.8472
			D	3,717.24	7,434.48	89,213.76	42.8896
			E	3,903.11	7,806.22	93,674.64	45.0342
3206	Community Devel Program Manager*	TMMBU	A	4,867.27	9,734.54	116,814.48	56.1586
			B	5,110.63	10,221.26	122,655.12	58.9665
			C	5,366.17	10,732.34	128,788.08	61.9150
			D	5,634.48	11,268.96	135,227.52	65.0107
			E	5,916.21	11,832.42	141,989.04	68.2613
3315	Community Preservation Manager*	TMMBU	A	3,794.37	7,588.74	91,064.88	43.7795
			B	3,984.07	7,968.14	95,617.68	45.9683
			C	4,183.29	8,366.58	100,398.96	48.2669
			D	4,392.45	8,784.90	105,418.80	50.6802
			E	4,612.07	9,224.14	110,689.68	53.2141
5222	Construction Inspector I	TEAMSTERS	A	2,916.66	5,833.32	69,999.84	33.6525
			B	3,062.51	6,125.02	73,500.24	35.3353
			C	3,215.63	6,431.26	77,175.12	37.1020
			D	3,376.41	6,752.82	81,033.84	38.9571
			E	3,545.24	7,090.48	85,085.76	40.9050

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5223	Construction Inspector II	TEAMSTERS	A	3,062.33	6,124.66	73,495.92	35.3332
			B	3,215.44	6,430.88	77,170.56	37.0998
			C	3,376.21	6,752.42	81,029.04	38.9548
			D	3,545.04	7,090.08	85,080.96	40.9027
			E	3,722.28	7,444.56	89,334.72	42.9477
3501	Community Services Supervisor*	TMMBU	A	3,522.96	7,045.92	84,551.04	40.6480
			B	3,699.10	7,398.20	88,778.40	42.6803
			C	3,884.06	7,768.12	93,217.44	44.8144
			D	4,078.26	8,156.52	97,878.24	47.0550
			E	4,282.17	8,564.34	102,772.08	49.4078
4605	Crime Analyst	TTSSEA	A	2,757.20	5,514.40	66,172.80	31.8126
			B	2,895.06	5,790.12	69,481.44	33.4033
			C	3,039.82	6,079.64	72,955.68	35.0735
			D	3,191.81	6,383.62	76,603.44	36.8272
			E	3,351.40	6,702.80	80,433.60	38.6685
5514	Crime Prevention Specialist	TEAMSTERS	A	2,350.89	4,701.78	56,421.36	27.1246
			B	2,468.45	4,936.90	59,242.80	28.4810
			C	2,591.87	5,183.74	62,204.88	29.9050
			D	2,721.45	5,442.90	65,314.80	31.4001
			E	2,857.51	5,715.02	68,580.24	32.9700
5517	Crime Scene Technician	TEAMSTERS	A	2,517.04	5,034.08	60,408.96	29.0417
			B	2,642.89	5,285.78	63,429.36	30.4937
			C	2,775.03	5,550.06	66,600.72	32.0183
			D	2,913.78	5,827.56	69,930.72	33.6192
			E	3,059.48	6,118.96	73,427.52	35.3003
3622	Crime Scene Unit Supervisor	TMMBU	A	2,640.46	5,280.92	63,371.04	30.4657
			B	2,772.47	5,544.94	66,539.28	31.9888
			C	2,911.08	5,822.16	69,865.92	33.5881
			D	3,056.64	6,113.28	73,359.36	35.2676
			E	3,209.47	6,418.94	77,027.28	37.0309
1108	Cultural Arts Commissioner			Stipend $50.00 per meeting			
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A	3,522.97	7,045.94	84,551.28	40.6481
			B	3,699.11	7,398.22	88,778.64	42.6804
			C	3,884.07	7,768.14	93,217.68	44.8145
			D	4,078.27	8,156.54	97,878.48	47.0552
			E	4,282.19	8,564.38	102,772.56	49.4080
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A	3,522.97	7,045.94	84,551.28	40.6481
			B	3,699.11	7,398.22	88,778.64	42.6804
			C	3,884.07	7,768.14	93,217.68	44.8145
			D	4,078.27	8,156.54	97,878.48	47.0552
			E	4,282.19	8,564.38	102,772.56	49.4080

Legend:
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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				31.3900
			B				32.9600
			C				34.6000
			D				36.3300
			E				38.1500
2571	Deputy City Attorney I*	CONF	A	4,668.40	9,336.80	112,041.60	53.8641
			B	4,901.82	9,803.64	117,643.68	56.5573
			C	5,146.92	10,293.84	123,526.08	59.3853
			D	5,404.27	10,808.54	129,702.48	62.3546
			E	5,674.47	11,348.94	136,187.28	65.4721
2572	Deputy City Attorney II*	CONF	A	5,135.25	10,270.50	123,246.00	59.2506
			B	5,392.02	10,784.04	129,408.48	62.2132
			C	5,661.61	11,323.22	135,878.64	65.3238
			D	5,944.70	11,889.40	142,672.80	68.5901
			E	6,241.93	12,483.86	149,806.32	72.0195
4116	Deputy City Clerk	TTSSEA	A	2,714.49	5,428.98	65,147.76	31.3198
			B	2,850.22	5,700.44	68,405.28	32.8859
			C	2,992.72	5,985.44	71,825.28	34.5301
			D	3,142.37	6,284.74	75,416.88	36.2567
			E	3,299.48	6,598.96	79,187.52	38.0695
1515	Development & Engineering Services Director*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
2561	Division Manager I*	CONF	A	4,007.14	8,014.28	96,171.36	46.2345
			B	4,207.50	8,415.00	100,980.00	48.5462
			C	4,417.87	8,835.74	106,028.88	50.9735
			D	4,638.76	9,277.52	111,330.24	53.5221
			E	4,870.69	9,741.38	116,896.56	56.1981
3161	Division Manager I*	TMMBU	A	3,910.17	7,820.34	93,844.08	45.1156
			B	4,105.68	8,211.36	98,536.32	47.3714
			C	4,310.97	8,621.94	103,463.28	49.7400
			D	4,526.51	9,053.02	108,636.24	52.2270
			E	4,752.83	9,505.66	114,067.92	54.8382
3162	Division Manager II*	TMMBU	A	4,557.71	9,115.42	109,385.04	52.5869
			B	4,785.59	9,571.18	114,854.16	55.2162
			C	5,024.87	10,049.74	120,596.88	57.9770
			D	5,276.11	10,552.22	126,626.64	60.8759
			E	5,539.92	11,079.84	132,958.08	63.9197

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3209	Economic Devel Management Analyst*	TMMBU	A	3,406.02	6,812.04	81,744.48	39.2987
			B	3,576.32	7,152.64	85,831.68	41.2636
			C	3,755.14	7,510.28	90,123.36	43.3269
			D	3,942.90	7,885.80	94,629.60	45.4933
			E	4,140.05	8,280.10	99,361.20	47.7680
3207	Economic Development Manager*	TMMBU	A	4,210.13	8,420.26	101,043.12	48.5766
			B	4,420.63	8,841.26	106,095.12	51.0053
			C	4,641.66	9,283.32	111,399.84	53.5556
			D	4,873.74	9,747.48	116,969.76	56.2333
			E	5,117.42	10,234.84	122,818.08	59.0449
5324	Electrician	TEAMSTERS	A	2,932.66	5,865.32	70,383.84	33.8371
			B	3,079.32	6,158.64	73,903.68	35.5292
			C	3,233.27	6,466.54	77,598.48	37.3055
			D	3,394.93	6,789.86	81,478.32	39.1708
			E	3,564.68	7,129.36	85,552.32	41.1293
3711	Emergency Medical Services Manager*	TMMBU	A	3,793.62	7,587.24	91,046.88	43.7709
			B	3,983.30	7,966.60	95,599.20	45.9594
			C	4,182.47	8,364.94	100,379.28	48.2574
			D	4,391.60	8,783.20	105,398.40	50.6704
			E	4,611.17	9,222.34	110,668.08	53.2038
3309	Engineering Program Manager*	TMMBU	A	4,561.38	9,122.76	109,473.12	52.6293
			B	4,789.45	9,578.90	114,946.80	55.2608
			C	5,028.92	10,057.84	120,694.08	58.0238
			D	5,280.36	10,560.72	126,728.64	60.9249
			E	5,544.39	11,088.78	133,065.36	63.9713
5221	Engineering Technician I	TEAMSTERS	A	2,567.53	5,135.06	61,620.72	29.6242
			B	2,695.90	5,391.80	64,701.60	31.1053
			C	2,830.69	5,661.38	67,936.56	32.6606
			D	2,972.23	5,944.46	71,333.52	34.2936
			E	3,120.84	6,241.68	74,900.16	36.0083
5225	Engineering Technician II	TEAMSTERS	A	2,695.91	5,391.82	64,701.84	31.1055
			B	2,830.70	5,661.40	67,936.80	32.6607
			C	2,972.25	5,944.50	71,334.00	34.2939
			D	3,120.87	6,241.74	74,900.88	36.0087
			E	3,276.89	6,553.78	78,645.36	37.8088
5425	Environmental Compliance Officer	TEAMSTERS	A	2,620.59	5,241.18	62,894.16	30.2364
			B	2,751.61	5,503.22	66,038.64	31.7481
			C	2,889.18	5,778.36	69,340.32	33.3354
			D	3,033.65	6,067.30	72,807.60	35.0023
			E	3,185.33	6,370.66	76,447.92	36.7524
5424	Environmental Compliance Technician	TEAMSTERS	A	2,137.16	4,274.32	51,291.84	24.6586
			B	2,244.03	4,488.06	53,856.72	25.8917
			C	2,356.21	4,712.42	56,549.04	27.1860
			D	2,474.02	4,948.04	59,376.48	28.5453
			E	2,597.75	5,195.50	62,346.00	29.9729

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EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5313	Equipment Mechanic I	TEAMSTERS	A	2,359.62	4,719.24	56,630.88	27.2253
			B	2,477.60	4,955.20	59,462.40	28.5866
			C	2,601.48	5,202.96	62,435.52	30.0159
			D	2,731.55	5,463.10	65,557.20	31.5167
			E	2,868.12	5,736.24	68,834.88	33.0924
5314	Equipment Mechanic II	TEAMSTERS	A	2,477.59	4,955.18	59,462.16	28.5865
			B	2,601.48	5,202.96	62,435.52	30.0159
			C	2,731.54	5,463.08	65,556.96	31.5166
			D	2,868.12	5,736.24	68,834.88	33.0924
			E	3,011.53	6,023.06	72,276.72	34.7471
4108	Executive Assistant	TTSSEA	A	2,488.69	4,977.38	59,728.56	28.7145
			B	2,613.12	5,226.24	62,714.88	30.1502
			C	2,743.78	5,487.56	65,850.72	31.6578
			D	2,880.98	5,761.96	69,143.52	33.2408
			E	3,025.02	6,050.04	72,600.48	34.9027
8108	Executive Assistant - Confidential	CONF	A	2,550.41	5,100.82	61,209.84	29.4267
			B	2,677.94	5,355.88	64,270.56	30.8981
			C	2,811.83	5,623.66	67,483.92	32.4429
			D	2,952.42	5,904.84	70,858.08	34.0651
			E	3,100.04	6,200.08	74,400.96	35.7683
2581	Executive Assistant to City Manager*	CONF	A	2,912.74	5,825.48	69,905.76	33.6072
			B	3,058.37	6,116.74	73,400.88	35.2875
			C	3,211.29	6,422.58	77,070.96	37.0519
			D	3,371.86	6,743.72	80,924.64	38.9046
			E	3,540.45	7,080.90	84,970.80	40.8498
9635	Facility Attendant	LS	A				14.5200
			B				15.2500
			C				16.0100
			D				16.8100
			E				17.6500
1522	Finance Director*	DH	Min	6482.97	12965.94	155591.35	74.8006
			Max	7873.75	15747.50	188969.94	90.8475
2525	Finance Division Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050

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Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3715	Fire Battalion Chief*	SCFCOA	A	4,738.96	9,477.92	113,735.04	39.0584
			B	4,975.90	9,951.80	119,421.60	41.0113
			C	5,224.69	10,449.38	125,392.56	43.0618
			D	5,485.93	10,971.86	131,662.32	45.2150
			E	5,760.23	11,520.46	138,245.52	47.4757
7105	Fire Captain	TFFA	A	3,606.21	7,212.42	86,549.04	29.7223
			B	3,786.64	7,573.28	90,879.36	31.2094
			C	3,975.85	7,951.70	95,420.40	32.7689
			D	4,174.64	8,349.28	100,191.36	34.4073
			E	4,383.37	8,766.74	105,200.88	36.1277
1514	Fire Chief*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
2751	Fire Division Chief*	CONF	A	5,678.70	11,357.40	136,288.80	65.5209
			B	5,962.63	11,925.26	143,103.12	68.7969
			C	6,260.77	12,521.54	150,258.48	72.2369
			D	6,573.81	13,147.62	157,771.44	75.8487
			E	6,902.50	13,805.00	165,660.00	79.6412
7103	Fire Engineer	TFFA	A	3,173.86	6,347.72	76,172.64	26.1589
			B	3,332.53	6,665.06	79,980.72	27.4667
			C	3,499.18	6,998.36	83,980.32	28.8402
			D	3,674.14	7,348.28	88,179.36	30.2822
			E	3,857.85	7,715.70	92,588.40	31.7963
5213	Fire Inspector	TEAMSTERS	A	3,060.47	6,120.94	73,451.28	35.3118
			B	3,213.50	6,427.00	77,124.00	37.0774
			C	3,374.19	6,748.38	80,980.56	38.9315
			D	3,542.88	7,085.76	85,029.12	40.8778
			E	3,720.03	7,440.06	89,280.72	42.9218
2752	Fire Marshal*	CONF	A	4,988.01	9,976.02	119,712.24	57.5517
			B	5,237.40	10,474.80	125,697.60	60.4292
			C	5,499.28	10,998.56	131,982.72	63.4508
			D	5,774.25	11,548.50	138,582.00	66.6234
			E	6,062.95	12,125.90	145,510.80	69.9544
9563	Fire Reserve	LS	A				11.0000
7102	Firefighter	TFFA	A	2,811.81	5,623.62	67,483.44	23.1749
			B	2,952.38	5,904.76	70,857.12	24.3335
			C	3,100.01	6,200.02	74,400.24	25.5502
			D	3,255.00	6,510.00	78,120.00	26.8277
			E	3,417.75	6,835.50	82,026.00	28.1690
				427.22	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A	1,892.56	3,785.12	45,421.44	21.8364
				(70% OF STEP A, FIREFIGHTER)			

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7108	Firefighter/Paramedic	TFFA	A	3,163.44	6,326.88	75,922.56	26.0730
			B	3,321.61	6,643.22	79,718.64	27.3767
			C	3,487.70	6,975.40	83,704.80	28.7456
			D	3,662.08	7,324.16	87,889.92	30.1828
			E	3,845.19	7,690.38	92,284.56	31.6920
3404	Fleet Supervisor*	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
4206	GIS Technician	TTSSEA	A	2,757.20	5,514.40	66,172.80	31.8126
			B	2,895.06	5,790.12	69,481.44	33.4033
			C	3,039.82	6,079.64	72,955.68	35.0735
			D	3,191.81	6,383.62	76,603.44	36.8272
			E	3,351.40	6,702.80	80,433.60	38.6685
2511	Human Resources Analyst I*	CONF	A	3,035.29	6,070.58	72,846.96	35.0212
			B	3,187.06	6,374.12	76,489.44	36.7724
			C	3,346.40	6,692.80	80,313.60	38.6108
			D	3,513.72	7,027.44	84,329.28	40.5414
			E	3,689.41	7,378.82	88,545.84	42.5685
2512	Human Resources Analyst II*	CONF	A	3,490.49	6,980.98	83,771.76	40.2733
			B	3,665.01	7,330.02	87,960.24	42.2870
			C	3,848.26	7,696.52	92,358.24	44.4013
			D	4,040.68	8,081.36	96,976.32	46.6214
			E	4,242.72	8,485.44	101,825.28	48.9526
1518	Human Resources Director*	DH	Min	6482.97	12965.94	155591.35	74.8006
			Max	7873.75	15747.50	188969.89	90.8475
2562	Human Resources Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050
4301	Human Resources Technician	CONF	A	2,589.86	5,179.72	62,156.64	29.8819
			B	2,719.36	5,438.72	65,264.64	31.3760
			C	2,855.33	5,710.66	68,527.92	32.9448
			D	2,998.09	5,996.18	71,954.16	34.5920
			E	3,148.00	6,296.00	75,552.00	36.3217
4204	Information Systems Technician I	TTSSEA	A	2,397.57	4,795.14	57,541.68	27.6632
			B	2,517.46	5,034.92	60,419.04	29.0465
			C	2,643.34	5,286.68	63,440.16	30.4989
			D	2,775.50	5,551.00	66,612.00	32.0238
			E	2,914.27	5,828.54	69,942.48	33.6249

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4205	Information Systems Technician II	TTSSEA	A	2,757.20	5,514.40	66,172.80	31.8126
			B	2,895.06	5,790.12	69,481.44	33.4033
			C	3,039.82	6,079.64	72,955.68	35.0735
			D	3,191.81	6,383.62	76,603.44	36.8272
			E	3,351.40	6,702.80	80,433.60	38.6685
2553	Information Technology Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050
3111	Information Technology Specialist*	TMMBU	A	3,308.66	6,617.32	79,407.84	38.1754
			B	3,474.09	6,948.18	83,378.16	40.0841
			C	3,647.79	7,295.58	87,546.96	42.0883
			D	3,830.18	7,660.36	91,924.32	44.1927
			E	4,021.69	8,043.38	96,520.56	46.4023
5413	Instrumentation Technician	TEAMSTERS	A	2,922.04	5,844.08	70,128.96	33.7145
			B	3,068.15	6,136.30	73,635.60	35.4004
			C	3,221.56	6,443.12	77,317.44	37.1704
			D	3,382.63	6,765.26	81,183.12	39.0288
			E	3,551.76	7,103.52	85,242.24	40.9803
9108	Intern-Generalist	LS	A				15.1400
			B				15.8900
			C				16.6900
			D				17.5200
			E				18.4000
1503	Interim Assistant City Manager	DEPT HEAD	MIN	8,661.12	17,322.24	207,866.88	99.9322
			MAX	9,288.93	18,577.86	222,934.35	107.1758
5224	Junior Engineer	TEAMSTERS	A	2,965.07	5,930.14	71,161.68	34.2110
			B	3,113.32	6,226.64	74,719.68	35.9215
			C	3,268.98	6,537.96	78,455.52	37.7175
			D	3,432.43	6,864.86	82,378.32	39.6034
			E	3,604.05	7,208.10	86,497.20	41.5836
5423	Laboratory Quality Assurance Officer	TEAMSTERS	A	2,751.69	5,503.38	66,040.56	31.7490
			B	2,889.28	5,778.56	69,342.72	33.3366
			C	3,033.74	6,067.48	72,809.76	35.0033
			D	3,185.43	6,370.86	76,450.32	36.7535
			E	3,344.70	6,689.40	80,272.80	38.5912
5421	Laboratory Technician I	TEAMSTERS	A	2,329.92	4,659.84	55,918.08	26.8827
			B	2,446.41	4,892.82	58,713.84	28.2267
			C	2,568.74	5,137.48	61,649.76	29.6382
			D	2,697.17	5,394.34	64,732.08	31.1200
			E	2,832.02	5,664.04	67,968.48	32.6759

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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5422	Laboratory Technician II	TEAMSTERS	A	2,435.01	4,870.02	58,440.24	28.0952
			B	2,556.75	5,113.50	61,362.00	29.4998
			C	2,684.59	5,369.18	64,430.16	30.9748
			D	2,818.82	5,637.64	67,651.68	32.5236
			E	2,959.76	5,919.52	71,034.24	34.1498
3508	Landscape Architect*	TMMBU	A	3,746.62	7,493.24	89,918.88	43.2286
			B	3,933.96	7,867.92	94,415.04	45.3901
			C	4,130.65	8,261.30	99,135.60	47.6595
			D	4,337.18	8,674.36	104,092.32	50.0425
			E	4,554.05	9,108.10	109,297.20	52.5447
5504	Lead Public Safety Dispatcher	TEAMSTERS	A	2,980.48	5,960.96	71,531.52	34.3888
			B	3,129.51	6,259.02	75,108.24	36.1083
			C	3,285.99	6,571.98	78,863.76	37.9138
			D	3,450.29	6,900.58	82,806.96	39.8095
			E	3,622.81	7,245.62	86,947.44	41.8000
4109	Legal Secretary	CONF	A	2,781.81	5,563.62	66,763.44	32.0966
			B	2,920.90	5,841.80	70,101.60	33.7014
			C	3,066.95	6,133.90	73,606.80	35.3865
			D	3,220.30	6,440.60	77,287.20	37.1559
			E	3,381.31	6,762.62	81,151.44	39.0136
9636	Lifeguard	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9303	Maintenance Aide	LS	A				12.3400
			B				12.9600
			C				13.6100
			D				14.2900
			E				15.0000
5301	Maintenance Worker I	TEAMSTERS	A	1,736.76	3,473.52	41,682.24	20.0388
			B	1,823.60	3,647.20	43,766.40	21.0407
			C	1,914.78	3,829.56	45,954.72	22.0928
			D	2,010.52	4,021.04	48,252.48	23.1974
			E	2,111.05	4,222.10	50,665.20	24.3573
5303	Maintenance Worker II	TEAMSTERS	A	2,206.02	4,412.04	52,944.48	25.4531
			B	2,316.31	4,632.62	55,591.44	26.7256
			C	2,432.12	4,864.24	58,370.88	28.0618
			D	2,553.73	5,107.46	61,289.52	29.4650
			E	2,681.41	5,362.82	64,353.84	30.9382
3151	Management Analyst I*	TMMBU	A	2,961.84	5,923.68	71,084.16	34.1738
			B	3,109.92	6,219.84	74,638.08	35.8823
			C	3,265.42	6,530.84	78,370.08	37.6765
			D	3,428.68	6,857.36	82,288.32	39.5602
			E	3,600.13	7,200.26	86,403.12	41.5384

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3152	Management Analyst II*	TMMBU	A	3,406.02	6,812.04	81,744.48	39.2987
			B	3,576.32	7,152.64	85,831.68	41.2636
			C	3,755.14	7,510.28	90,123.36	43.3269
			D	3,942.90	7,885.80	94,629.60	45.4933
			E	4,140.05	8,280.10	99,361.20	47.7680
1101	Mayor*			342.50	685.00	8,220.00	
4207	Media Services Coordinator	TTSSEA	A	2,436.24	4,872.48	58,469.76	28.1094
			B	2,558.06	5,116.12	61,393.44	29.5149
			C	2,685.96	5,371.92	64,463.04	30.9907
			D	2,820.25	5,640.50	67,686.00	32.5401
			E	2,961.26	5,922.52	71,070.24	34.1671
3527	Media Services Supervisor*	TMMBU	A	2,924.59	5,849.18	70,190.16	33.7440
			B	3,070.83	6,141.66	73,699.92	35.4313
			C	3,224.36	6,448.72	77,384.64	37.2027
			D	3,385.58	6,771.16	81,253.92	39.0629
			E	3,554.87	7,109.74	85,316.88	41.0162
5531	Meter Reader	TEAMSTERS	A	1,504.88	3,009.76	36,117.12	17.3633
			B	1,580.10	3,160.20	37,922.40	18.2312
			C	1,659.13	3,318.26	39,819.12	19.1431
			D	1,742.06	3,484.12	41,809.44	20.0999
			E	1,829.18	3,658.36	43,900.32	21.1051
1107	Parks Commissioner			Stipend of $50.00 per meeting			
1516	Parks & Community Services Director*	DH	Min	6,482.97	12,965.94	155,591.25	74.8006
			Max	7,873.75	15,747.50	188,969.94	90.8475
3509	Parks Planning & Development Manager	TMMBU	A	3,746.62	7,493.24	89,918.88	43.2286
			B	3,933.96	7,867.92	94,415.04	45.3901
			C	4,130.65	8,261.30	99,135.60	47.6595
			D	4,337.18	8,674.36	104,092.32	50.0425
			E	4,554.05	9,108.10	109,297.20	52.5447
4202	Payroll Coordinator	TTSSEA	A	2,937.05	5,874.10	70,489.20	33.8877
			B	3,083.91	6,167.82	74,013.84	35.5822
			C	3,238.11	6,476.22	77,714.64	37.3614
			D	3,400.02	6,800.04	81,600.48	39.2295
			E	3,570.03	7,140.06	85,680.72	41.1911
3306	Plan Check Engineer	TMMBU	A	4,561.25	9,122.50	109,470.00	52.6278
			B	4,789.31	9,578.62	114,943.44	55.2591
			C	5,028.78	10,057.56	120,690.72	58.0222
			D	5,280.23	10,560.46	126,725.52	60.9234
			E	5,544.24	11,088.48	133,061.76	63.9695
1106	Planning Commissioner			Stipend of $50.00 per meeting			

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Effective 09-18-18

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5215	Plans Check Examiner	TEAMSTERS	A	3,301.46	6,602.92	79,235.04	38.0923
			B	3,466.56	6,933.12	83,197.44	39.9972
			C	3,639.89	7,279.78	87,357.36	41.9971
			D	3,821.86	7,643.72	91,724.64	44.0967
			E	4,012.98	8,025.96	96,311.52	46.3018
5411	Plant Mechanic I	TEAMSTERS	A	2,661.62	5,323.24	63,878.88	30.7098
			B	2,794.70	5,589.40	67,072.80	32.2453
			C	2,934.44	5,868.88	70,426.56	33.8576
			D	3,081.16	6,162.32	73,947.84	35.5505
			E	3,235.22	6,470.44	77,645.28	37.3280
5412	Plant Mechanic II	TEAMSTERS	A	2,728.15	5,456.30	65,475.60	31.4774
			B	2,864.56	5,729.12	68,749.44	33.0513
			C	3,007.79	6,015.58	72,186.96	34.7039
			D	3,158.17	6,316.34	75,796.08	36.4390
			E	3,316.07	6,632.14	79,585.68	38.2609
4601	Police Assistant	TTSSEA	A	1,842.70	3,685.40	44,224.80	21.2611
			B	1,934.84	3,869.68	46,436.16	22.3242
			C	2,031.58	4,063.16	48,757.92	23.4404
			D	2,133.16	4,266.32	51,195.84	24.6124
			E	2,239.83	4,479.66	53,755.92	25.8432
6212	Police Captain*	TPMA	A	5,740.81	11,481.62	137,779.44	66.2376
			B	6,027.86	12,055.72	144,668.64	69.5496
			C	6,329.25	12,658.50	151,902.00	73.0270
			D	6,645.71	13,291.42	159,497.04	76.6783
			E	6,978.02	13,956.04	167,472.48	80.5125
1513	Police Chief*	DH	Min	7381.75	14763.50	177162.09	85.1708
			Max	8972.60	17945.20	215342.40	103.5260
6103	Police Corporal	TPOA	A	3,648.74	7,297.48	87,569.76	42.0992
			B	3,831.19	7,662.38	91,948.56	44.2043
			C	4,022.75	8,045.50	96,546.00	46.4146
			D	4,223.90	8,447.80	101,373.60	48.7354
			E	4,435.09	8,870.18	106,442.16	51.1721
9501	Police Intern/Parking Enforcement Officer	LS	A				14.4000
			B				15.1200
			C				15.8700
			D				16.6700
			E				17.5000

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6211	Police Lieutenant*	TPMA	A	4,968.54	9,937.08	119,244.96	57.3271
			B	5,216.96	10,433.92	125,207.04	60.1934
			C	5,477.82	10,955.64	131,467.68	63.2032
			D	5,751.70	11,503.40	138,040.80	66.3632
			E	6,039.28	12,078.56	144,942.72	69.6813
6102	Police Officer	TPOA	A	3,317.04	6,634.08	79,608.96	38.2721
			B	3,482.89	6,965.78	83,589.36	40.1856
			C	3,657.05	7,314.10	87,769.20	42.1951
			D	3,839.91	7,679.82	92,157.84	44.3049
			E	4,031.89	8,063.78	96,765.36	46.5200
4103	Police Records Assistant I	TTSSEA	A	2,076.66	4,153.32	49,839.84	23.9605
			B	2,180.50	4,361.00	52,332.00	25.1586
			C	2,289.53	4,579.06	54,948.72	26.4166
			D	2,404.00	4,808.00	57,696.00	27.7374
			E	2,524.20	5,048.40	60,580.80	29.1243
4104	Police Records Assistant II	TTSSEA	A	2,180.47	4,360.94	52,331.28	25.1583
			B	2,289.51	4,579.02	54,948.24	26.4164
			C	2,403.97	4,807.94	57,695.28	27.7370
			D	2,524.17	5,048.34	60,580.08	29.1239
			E	2,650.39	5,300.78	63,609.36	30.5802
9551	Police Reserve	LS	A				35.0000
6105	Police Sergeant	TPOA	A	3,997.23	7,994.46	95,933.52	46.1201
			B	4,197.11	8,394.22	100,730.64	48.4263
			C	4,406.97	8,813.94	105,767.28	50.8477
			D	4,627.31	9,254.62	111,055.44	53.3900
			E	4,858.69	9,717.38	116,608.56	56.0597
2712	Police Support Operations Manager*	CONF	A	5,286.59	10,573.18	126,878.16	60.9968
			B	5,550.93	11,101.86	133,222.32	64.0467
			C	5,828.47	11,656.94	139,883.28	67.2490
			D	6,119.89	12,239.78	146,877.36	70.6114
			E	6,425.89	12,851.78	154,221.36	74.1420
4701	Police Support Services Technician	TTSSEA	A	2,527.19	5,054.38	60,652.56	29.1588
			B	2,653.55	5,307.10	63,685.20	30.6167
			C	2,786.22	5,572.44	66,869.28	32.1475
			D	2,925.54	5,851.08	70,212.96	33.7549
			E	3,071.82	6,143.64	73,723.68	35.4427
6101	Police Trainee (Non-Sworn)	TPOA	A	2,884.29	5,768.58	69,222.96	33.2790
9638	Pool Manager	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000

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5408	Principal WWTP Operator	TEAMSTERS	A	3,505.53	7,011.06	84,132.72	40.4469
			B	3,680.80	7,361.60	88,339.20	42.4691
			C	3,864.85	7,729.70	92,756.40	44.5927
			D	4,058.09	8,116.18	97,394.16	46.8223
			E	4,260.99	8,521.98	102,263.76	49.1634
9533	Professional Standards Officer	LS	A				44.8400
			B				47.0800
			C				49.4300
			D				51.9000
			E				54.5000
9110	Program Assistant	LS	Min				11.0000
			Max				18.9400
9231	Project Specialist I	LS	Min				11.0000
			Max				36.6800
9232	Project Specialist II	LS	Min				36.6900
			Max				103.4000
5518	Property and Evidence Technician	TEAMSTERS	A	2,239.59	4,479.18	53,750.16	25.8404
			B	2,351.56	4,703.12	56,437.44	27.1323
			C	2,469.15	4,938.30	59,259.60	28.4891
			D	2,592.61	5,185.22	62,222.64	29.9136
			E	2,722.23	5,444.46	65,333.52	31.4091
2585	Public Information Officer	CONF	A	3,490.49	6,980.98	83,771.76	40.2733
			B	3,665.01	7,330.02	87,960.24	42.2870
			C	3,848.26	7,696.52	92,358.24	44.4013
			D	4,040.68	8,081.36	96,976.32	46.6214
			E	4,242.72	8,485.44	101,825.28	48.9526
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,587.37	5,174.74	62,096.88	29.8531
			B	2,716.74	5,433.48	65,201.76	31.3458
			C	2,852.57	5,705.14	68,461.68	32.9130
			D	2,995.20	5,990.40	71,884.80	34.5587
			E	3,144.98	6,289.96	75,479.52	36.2868
9512	Public Safety Dispatcher II - Per Diem	LS	A				28.5800
			B				30.0100
			C				31.5100
			D				33.0900
			E				34.7400
5503	Public Safety Dispatcher II	TEAMSTERS	A	2,838.56	5,677.12	68,125.44	32.7514
			B	2,980.48	5,960.96	71,531.52	34.3888
			C	3,129.51	6,259.02	75,108.24	36.1083
			D	3,285.99	6,571.98	78,863.76	37.9138
			E	3,450.29	6,900.58	82,806.96	39.8095
1512	Public Works Director*	DH	Min	6482.97	12965.94	155591.25	74.8006
			Max	7873.75	15747.50	188969.94	90.8475

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3401	Public Works Superintendent*	TMMBU	A	3,936.04	7,872.08	94,464.96	45.4141
			B	4,132.84	8,265.68	99,188.16	47.6848
			C	4,339.48	8,678.96	104,147.52	50.0690
			D	4,556.46	9,112.92	109,355.04	52.5725
			E	4,784.27	9,568.54	114,822.48	55.2010
3405	Public Works Supervisor	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
9517	Range Master	LS	A				26.9000
			B				28.2500
			C				29.6600
			D				31.1400
			E				32.7000
4105	Receptionist	TTSSEA	A	1,675.18	3,350.36	40,204.32	19.3283
			B	1,758.94	3,517.88	42,214.56	20.2947
			C	1,846.89	3,693.78	44,325.36	21.3094
			D	1,939.24	3,878.48	46,541.76	22.3750
			E	2,036.20	4,072.40	48,868.80	23.4937
3626	Records Unit Supervisor*	TMMBU	A	2,976.56	5,953.12	71,437.44	34.3436
			B	3,125.40	6,250.80	75,009.60	36.0609
			C	3,281.66	6,563.32	78,759.84	37.8639
			D	3,445.75	6,891.50	82,698.00	39.7571
			E	3,618.02	7,236.04	86,832.48	41.7448
9631	Recreation Leader I	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9632	Recreation Leader II	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
9633	Recreation Leader III	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000

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4401	Recreation Prgm Coordinator I	TTSSEA	A	2,436.24	4,872.48	58,469.76	28.1094
			B	2,558.06	5,116.12	61,393.44	29.5149
			C	2,685.96	5,371.92	64,463.04	30.9907
			D	2,820.25	5,640.50	67,686.00	32.5401
			E	2,961.26	5,922.52	71,070.24	34.1671
4402	Recreation Prgm Coordinator II	TTSSEA	A	2,679.88	5,359.76	64,317.12	30.9205
			B	2,813.87	5,627.74	67,532.88	32.4665
			C	2,954.56	5,909.12	70,909.44	34.0898
			D	3,102.29	6,204.58	74,454.96	35.7943
			E	3,257.39	6,514.78	78,177.36	37.5838
3511	Recreation Service Manager*	TMMBU	A	4,053.38	8,106.76	97,281.12	46.7680
			B	4,256.04	8,512.08	102,144.96	49.1063
			C	4,468.85	8,937.70	107,252.40	51.5617
			D	4,692.30	9,384.60	112,615.20	54.1398
			E	4,926.92	9,853.84	118,246.08	56.8469
3513	Recreation Services Program Manager*	TMMBU	A	3,875.24	7,750.48	93,005.76	44.7126
			B	4,069.01	8,138.02	97,656.24	46.9483
			C	4,272.46	8,544.92	102,539.04	49.2957
			D	4,486.08	8,972.16	107,665.92	51.7605
			E	4,710.39	9,420.78	113,049.36	54.3486
3505	Recreation Services Supervisor*	TMMBU	A	3,522.96	7,045.92	84,551.04	40.6480
			B	3,699.10	7,398.20	88,778.40	42.6803
			C	3,884.06	7,768.12	93,217.44	44.8144
			D	4,078.26	8,156.52	97,878.24	47.0550
			E	4,282.17	8,564.34	102,772.08	49.4078
9626	Recreation Specialized Instructor	LS	Min				11.0000
			Max				39.0200
3433	Safety Coordinator	TMMBU	A	2,961.84	5,923.68	71,084.16	34.1738
			B	3,109.92	6,219.84	74,638.08	35.8823
			C	3,265.42	6,530.84	78,370.08	37.6765
			D	3,428.68	6,857.36	82,288.32	39.5602
			E	3,600.13	7,200.26	86,403.12	41.5384
3105	Senior Accountant*	TMMBU	A	3,661.01	7,322.02	87,864.24	42.2408
			B	3,844.06	7,688.12	92,257.44	44.3528
			C	4,036.27	8,072.54	96,870.48	46.5706
			D	4,238.08	8,476.16	101,713.92	48.8990
			E	4,449.99	8,899.98	106,799.76	51.3441
4113	Senior Accounting Assistant	TTSSEA	A	2,265.01	4,530.02	54,360.24	26.1337
			B	2,378.26	4,756.52	57,078.24	27.4404
			C	2,497.18	4,994.36	59,932.32	28.8125
			D	2,622.04	5,244.08	62,928.96	30.2531
			E	2,753.14	5,506.28	66,075.36	31.7658

Legend:
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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,472.76	4,945.52	59,346.24	28.5307
			B	2,596.39	5,192.78	62,313.36	29.9572
			C	2,726.20	5,452.40	65,428.80	31.4549
			D	2,862.52	5,725.04	68,700.48	33.0278
			E	3,005.66	6,011.32	72,135.84	34.6794
5325	Senior Electrician	TEAMSTERS	A	3,225.92	6,451.84	77,422.08	37.2207
			B	3,387.23	6,774.46	81,293.52	39.0819
			C	3,556.60	7,113.20	85,358.40	41.0361
			D	3,734.42	7,468.84	89,626.08	43.0878
			E	3,921.14	7,842.28	94,107.36	45.2422
3304	Senior Engineer*	TMMBU	A	4,561.38	9,122.76	109,473.12	52.6293
			B	4,789.45	9,578.90	114,946.80	55.2608
			C	5,028.92	10,057.84	120,694.08	58.0238
			D	5,280.36	10,560.72	126,728.64	60.9249
			E	5,544.39	11,088.78	133,065.36	63.9713
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,601.49	5,202.98	62,435.76	30.0160
			B	2,731.55	5,463.10	65,557.20	31.5167
			C	2,868.14	5,736.28	68,835.36	33.0927
			D	3,011.54	6,023.08	72,276.96	34.7472
			E	3,162.11	6,324.22	75,890.64	36.4845
2513	Senior Human Resources Analyst*	CONF	A	3,826.17	7,652.34	91,828.08	44.1464
			B	4,017.47	8,034.94	96,419.28	46.3536
			C	4,218.34	8,436.68	101,240.16	48.6713
			D	4,429.27	8,858.54	106,302.48	51.1050
			E	4,650.73	9,301.46	111,617.52	53.6602
4208	Senior Information Systems Technician	TTSSEA	A	3,032.92	6,065.84	72,790.08	34.9939
			B	3,184.56	6,369.12	76,429.44	36.7435
			C	3,343.80	6,687.60	80,251.20	38.5808
			D	3,510.99	7,021.98	84,263.76	40.5099
			E	3,686.53	7,373.06	88,476.72	42.5352
9637	Senior Lifeguard	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
5305	Senior Maintenance Worker	TEAMSTERS	A	2,428.59	4,857.18	58,286.16	28.0211
			B	2,550.00	5,100.00	61,200.00	29.4219
			C	2,677.50	5,355.00	64,260.00	30.8930
			D	2,811.39	5,622.78	67,473.36	32.4379
			E	2,951.95	5,903.90	70,846.80	34.0597
3203	Senior Planner*	TMMBU	A	3,910.16	7,820.32	93,843.84	45.1155
			B	4,105.67	8,211.34	98,536.08	47.3713
			C	4,310.96	8,621.92	103,463.04	49.7399
			D	4,526.50	9,053.00	108,636.00	52.2268
			E	4,752.82	9,505.64	114,067.68	54.8381

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Updated 09/18/2018

EXHIBIT B

City of Tracy
Master Salary Schedule

Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5402	Senior Water Plant Operator	TEAMSTERS	A	3,052.39	6,104.78	73,257.36	35.2185
			B	3,205.01	6,410.02	76,920.24	36.9795
			C	3,365.26	6,730.52	80,766.24	38.8284
			D	3,533.52	7,067.04	84,804.48	40.7698
			E	3,710.20	7,420.40	89,044.80	42.8084
5407	Senior WW Plant Operator	TEAMSTERS	A	2,864.97	5,729.94	68,759.28	33.0561
			B	3,008.19	6,016.38	72,196.56	34.7085
			C	3,158.60	6,317.20	75,806.40	36.4440
			D	3,316.54	6,633.08	79,596.96	38.2663
			E	3,482.39	6,964.78	83,577.36	40.1799
9101	Student Clerk	LS	A				11.0000
3343	Supervising Building & Fire Inspector	TMMBU	A	3,500.71	7,001.42	84,017.04	40.3913
			B	3,675.74	7,351.48	88,217.76	42.4108
			C	3,859.53	7,719.06	92,628.72	44.5313
			D	4,052.51	8,105.02	97,260.24	46.7579
			E	4,255.14	8,510.28	102,123.36	49.0959
3345	Supervising Construction Inspector	TMMBU	A	3,649.05	7,298.10	87,577.20	42.1028
			B	3,831.51	7,663.02	91,956.24	44.2080
			C	4,023.08	8,046.16	96,553.92	46.4184
			D	4,224.23	8,448.46	101,381.52	48.7392
			E	4,435.44	8,870.88	106,450.56	51.1762
3344	Supervising Plans Examiner*	TMMBU	A	3,433.08	6,866.16	82,393.92	39.6109
			B	3,604.73	7,209.46	86,513.52	41.5914
			C	3,784.98	7,569.96	90,839.52	43.6712
			D	3,974.22	7,948.44	95,381.28	45.8546
			E	4,172.94	8,345.88	100,150.56	48.1475
3523	Technical Theatre Supervisor*	TMMBU	A	2,924.59	5,849.18	70,190.16	33.7440
			B	3,070.83	6,141.66	73,699.92	35.4313
			C	3,224.36	6,448.72	77,384.64	37.2027
			D	3,385.58	6,771.16	81,253.92	39.0629
			E	3,554.87	7,109.74	85,316.88	41.0162
4461	Theatre Operations & Tech Asst	TTSSEA	A	2,045.85	4,091.70	49,100.40	23.6051
			B	2,148.14	4,296.28	51,555.36	24.7853
			C	2,255.55	4,511.10	54,133.20	26.0246
			D	2,368.32	4,736.64	56,839.68	27.3257
			E	2,486.73	4,973.46	59,681.52	28.6919
9361	Theatre Technician	LS	A				25.6400
			B				26.9200
			C				28.2600
			D				29.6800
			E				31.1600
1109	Transportation Commissioner			Stipend $50.00 per meeting			

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Effective 09-18-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3423	Treatment Plant Facilities Maintenance Superintendent*	TMMBU	A	4,084.52	8,169.04	98,028.48	47.1273
			B	4,288.74	8,577.48	102,929.76	49.4836
			C	4,503.18	9,006.36	108,076.32	51.9578
			D	4,728.34	9,456.68	113,480.16	54.5557
			E	4,964.75	9,929.50	119,154.00	57.2834
3410	Treatment Plant Facilities Maintenance Supervisor	TMMBU	A	3,403.76	6,807.52	81,690.24	39.2726
			B	3,573.95	7,147.90	85,774.80	41.2363
			C	3,752.65	7,505.30	90,063.60	43.2981
			D	3,940.28	7,880.56	94,566.72	45.4630
			E	4,137.30	8,274.60	99,295.20	47.7362
1520	Utilities Director*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
3424	Utilities Laboratory Supervisor*	TMMBU	A	3,676.09	7,352.18	88,226.16	42.4148
			B	3,859.89	7,719.78	92,637.36	44.5355
			C	4,052.88	8,105.76	97,269.12	46.7622
			D	4,255.52	8,511.04	102,132.48	49.1003
			E	4,468.30	8,936.60	107,239.20	51.5553
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,010.29	8,020.58	96,246.96	46.2708
			B	4,210.80	8,421.60	101,059.20	48.5843
			C	4,421.34	8,842.68	106,112.16	51.0135
			D	4,642.41	9,284.82	111,417.84	53.5642
			E	4,874.53	9,749.06	116,988.72	56.2424
5404	Utility Operator	TEAMSTERS	A	3,269.44	6,538.88	78,466.56	37.7229
			B	3,432.89	6,865.78	82,389.36	39.6087
			C	3,604.55	7,209.10	86,509.20	41.5894
			D	3,784.77	7,569.54	90,834.48	43.6687
			E	3,974.01	7,948.02	95,376.24	45.8522
9351	Water Patrol Aide	LS	A				13.0100
			B				13.6600
			C				14.3400
			D				15.0600
			E				15.8100
5401	Water Plant Operator	TEAMSTERS	A	2,784.07	5,568.14	66,817.68	32.1226
			B	2,923.27	5,846.54	70,158.48	33.7287
			C	3,069.46	6,138.92	73,667.04	35.4155
			D	3,222.92	6,445.84	77,350.08	37.1861
			E	3,384.09	6,768.18	81,218.16	39.0457
5403	Water Plant Operator-In-Training	TEAMSTERS	A	2,310.80	4,621.60	55,459.20	26.6621
			B	2,426.35	4,852.70	58,232.40	27.9953
			C	2,547.66	5,095.32	61,143.84	29.3949
			D	2,675.05	5,350.10	64,201.20	30.8648
			E	2,808.79	5,617.58	67,410.96	32.4079

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EXHIBIT B

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Master Salary Schedule

Effective 09-18-18

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3421	Water Plant Superintendent*	TMMBU	A	4,010.29	8,020.58	96,246.96	46.2708
			B	4,210.80	8,421.60	101,059.20	48.5843
			C	4,421.34	8,842.68	106,112.16	51.0135
			D	4,642.41	9,284.82	111,417.84	53.5642
			E	4,874.53	9,749.06	116,988.72	56.2424
3431	Water Resources Coordinator*	TMMBU	A	2,601.04	5,202.08	62,424.96	30.0108
			B	2,731.09	5,462.18	65,546.16	31.5114
			C	2,867.65	5,735.30	68,823.60	33.0870
			D	3,011.03	6,022.06	72,264.72	34.7413
			E	3,161.58	6,323.16	75,877.92	36.4784
9112	Webmaster/Information Systems	LS	A				31.3000
			B				32.8700
			C				34.5100
			D				36.2400
			E				38.0500
3422	WW Operations Superintendent*	TMMBU	A	4,084.52	8,169.04	98,028.48	47.1273
			B	4,288.74	8,577.48	102,929.76	49.4836
			C	4,503.18	9,006.36	108,076.32	51.9578
			D	4,728.34	9,456.68	113,480.16	54.5557
			E	4,964.75	9,929.50	119,154.00	57.2834
5406	WW Plant Operator	TEAMSTERS	A	2,613.15	5,226.30	62,715.60	30.1506
			B	2,743.80	5,487.60	65,851.20	31.6580
			C	2,880.99	5,761.98	69,143.76	33.2409
			D	3,025.03	6,050.06	72,600.72	34.9028
			E	3,176.28	6,352.56	76,230.72	36.6480
5405	WW Plant Operator-In-Training	TEAMSTERS	A	2,168.91	4,337.82	52,053.84	25.0249
			B	2,277.36	4,554.72	54,656.64	26.2762
			C	2,391.22	4,782.44	57,389.28	27.5899
			D	2,510.79	5,021.58	60,258.96	28.9695
			E	2,636.32	5,272.64	63,271.68	30.4179

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Updated 09/18/2018

RESOLUTION 2018 - _____

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION, AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Tracy Technical and Support Services Employee Association (TTSSEA) was established on March 20, 2018, and

WHEREAS, Representatives from the City and the TTSSEA have met and conferred in good faith to negotiate a Memorandum of Understanding (MOU), and

WHEREAS, Agreement has been reached on an MOU covering the period of July 1, 2018 through June 30, 2021, and

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Technical and Support Services Employee Association, authorizes the City Manager to increase appropriations, and authorizes an amendment of the City Master Salary Schedule.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or his designee(s) to take the necessary administrative steps to implement the provisions of the MOU and actions approved by this Resolution.

* * * * * * * * * * * * * * * * *

The foregoing Resolution 2018 - _____ was adopted by the Tracy City Council on the 18th day of September, 2018 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.K

REQUEST

APPROVE RESPONSES TO THE SAN JOAQUIN COUNTY GRAND JURY FINAL REPORT 2017-2018

EXECUTIVE SUMMARY

The 2017-2018 San Joaquin County Civil Grand Jury completed its Final Report in June of 2018 which included Case No. 0117 "Code Enforcement Departments of San Joaquin County" and Case No. 0917 "San Joaquin County Municipality Ethics Policies." Those cases included the City of Tracy and require that the City issue a response to the Grand Jury. The City Attorney's Office has prepared responses to these reports and requests that Council approve the attached response letters.

DISCUSSION

The 2017-2018 San Joaquin County Grand Jury included in its annual report two cases related to the City. Case No. 0117 is a review of Code Enforcement Departments of San Joaquin County. In its report, the Grand Jury recommends the City restore a code enforcement officer position and utilize volunteers to increase code enforcement compliance. The City's response to the recommendations is attached.

Case No. 0917 is a review of San Joaquin county municipal ethics policies. In its report, the Grand Jury recommends that the City prepare a code of ethics that covers elected officials, appointed officials and senior staff. The City's response to that recommendation is attached. Following Council approval of these responses, the City Attorney's Office will submit the responses to the Grand Jury.

FISCAL IMPACT

There is no fiscal impact in the responses to the Grand Jury.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Governance Strategy in creating and maintaining a highly ethical work environment.

RECOMMENDATION

That the City Council, by resolution, approve the attached responses to the 2017-2018 San Joaquin County Grand Jury Final Report.

Prepared by: Thomas Watson, City Attorney

Reviewed by: Karin Schnaider, Finance Director

Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A: City of Tracy Responses to Grand Jury

ATTACHMENT A

September 19, 2018

Honorable Linda L. Lofthus, Presiding Judge
Superior Court of California, County of San Joaquin
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Re: Grand Jury Report: 2017-2018 Case No. 0117 – Code Enforcement Departments of San Joaquin County

Honorable Judge Lofthus:

This letter responds to the above-referenced Grand Jury Report in accordance with California Penal Code sections 933 and 933.05. The City of Tracy's response relates only to the findings and recommendations contained in the Grand Jury Report.

Finding F5.1

Tracy is still experiencing budget and staffing reductions created by the housing crash in 2008. The resulting level of enforcement is reactive, which allows blight and safety issues to continue.

The City disagrees with this finding.

Staffing levels in the City's Code Enforcement Division were not affected during the housing crash in 2008 and subsequent recession. Over the past 18 months, the City has increased its focus on quality of life issues affecting the Tracy community. As part of the City of Tracy's Quality of Life Strategic Priority, the Tracy City Council authorized during its approval and adoption of the 2017-19 fiscal budget, an increase in Code Enforcement staff from two Code Enforcement Officers, one Administrative Assistant, and one Code Enforcement Manager to four Code Enforcement Officers, one Code Case Analyst, one Administrative Assistant and one Code Enforcement Manager.

In an effort to address community concerns related to code compliance and to increasing the quality of life, the City has been proactive in adopting ordinances and utilizing various enforcement tools, as follows:

Ordinances:

- requiring retailers to submit a shopping cart removal prevention plan to the City to address the issue of abandoned shopping carts,
- prohibiting parking of vehicles on unpaved surfaces,
- restricting the percentage of the front yard that may be paved on residential property, and
- establishing standards and permit requirements for temporary storage containers on residential property.

Enforcement Measures:

- Caseloads for the periods January 1, 2017 to August 28, 2017 and January 1, 2018 to August 28, 2018:

  - For the period January 1, 2017 to August 28, 2017
    - Cases investigated – **766**
    - Cases closed – **727**
  - For the period January 1, 2018 to August 28, 2018
    - Cases investigated – **1,151**
    - Cases closed – **1,081**
- From January 2, 2018 to August 31, 2018:
  - Issued 134 Notices and Orders/Orders to Abate or Show Cause.
  - Issued 27 Administrative Citations with fines ranging from $100 to $500 each.
    - Fine amounts paid to the City for Administrative Citations in 2017 **– $600.00**
    - Fine amounts paid to the City for Administrative Citations in 2018 – **$2,238.00**
  - Processed and administered 17 Notice and Orders related to Fire Prevention violations.
  - Completed 11 public nuisance and graffiti abatements within the City's right-of-way.
  - Obtained and completed warrants for inspection of nuisance properties.
- Code Enforcement staff also investigated and prepared evidence for the City Attorney's Office to initiate litigation of three cases for judicial review, including actions for public nuisance abatement and receiverships, in the past calendar year.

Community Outreach:

- Increased participation with Operation Helping Hands from once per month to twice monthly.
  - Operation Helping Hands is a multi-agency, multi-disciplinary team formed to provide street level collaboration of law enforcement and service providers. The team includes the Tracy Police Department, Tracy Code Enforcement, San Joaquin County Behavioral Health Services, Central Valley Low Income Housing, TRICARE medical service providers, the Tracy Health Resource Center, a representative from a Veteran's organization, church representatives and other local, non-profit groups that provide assistance to the homeless.
- Providing education on the implementation and enforcement of newly adopted ordinances, including the shopping cart removal prevention plan ordinance, the ordinance prohibiting parking on unpaved surfaces, and the ordinance establishing standards and permit requirements for temporary storage containers on residential properties.
- Code Enforcement staff also participated in and/or attended the following:
  - Eight (8) San Joaquin County Homeless Task Force meetings.
  - Eight (8) Neighborhood Watch Meetings, which included a presentation before the Police Chief's Citizen Advisory Group.
  - Presentations on current trends in code enforcement to the Tracy Chamber of Commerce (2), Tracy Board of Realtors (3), and the Breakfast Lions Club (1).

Recommendation R5.1

Tracy explore budget options to restore the code enforcement officer position and consider using volunteers to increase code enforcement compliance.

This recommendation has been implemented.

No reduction in Code Enforcement staffing occurred during the 2008 housing crash. Code Enforcement staff increased when the Tracy City Council approved two additional Code Enforcement Officer positions and one Code Case Analyst position during the City's 2017-19 fiscal budget approval and adoption.

The City of Tracy Code Enforcement Division does not have a formal volunteer program. However, through a partnership with the San Joaquin County Probation Department, court-ordered volunteers have been enlisted to assist the Code Enforcement Division through their "alternative sentencing" program. This program offers an offender the option of completing a set number of hours of unpaid work in a nonprofit organization in lieu of a fine or spending time in prison. These volunteers assist with illegal sign removal within the City right-of-way and other blight-related assignments. These volunteers do not have personal contact with the community in the course of providing their services. In 2017, the volunteers provided approximately 120 hours of assistance to the Code Enforcement Division.

The City appreciates the opportunity to respond to the findings and recommendations contained in the Grand Jury Report.

Sincerely,

Robert Rickman, Mayor
On Behalf of the Tracy City Council

September 19, 2018

Honorable Linda Lofthus, Presiding Judge
San Joaquin County Superior Court
180 West Weber Avenue, Suite 1306J
Stockton, CA 95202

Re: Response to San Joaquin County Civil Grand Jury Report "San Joaquin County Municipality Ethics Policies" 2017-2018 Case Number 0917

Honorable Judge Lofthus:

The City of Tracy (City) responds to the above-referenced Grand Jury Report and this letter is submitted in accordance with California Penal Code Sections 933 and 933.05.

The Grand Jury Report requested the Tracy City Council respond to Finding F1.1 and Recommendation R1.1. The following is the City's response to these specific items contained in the report.

Finding F1.1 – The City of Tracy does not have an ethics policy for its elected officials, appointed officials and senior staff (city manager, city attorney, city clerk and their subordinate employees not represented by a bargaining unit). The lack of a policy has resulted in conflict, mistrust, and allegations of misconduct.

The City agrees with this finding. The City does not have a comprehensive ethics policy encompassing all of the categories of officials and staff. The City recognizes that state law provides ethical requirements and boundaries, but the City has not enacted its own comprehensive code of conduct or ethics policy.

Recommendation R1.1 – By October 31, 2018, the Tracy City Council develop and adopt an ethics policy that governs the behavior of its elected officials, appointed officials and senior staff.

The City is in the process of implementing this recommendation. On August 21, 2018, the City Council appointed a subcommittee of two Council Members to work with the City Attorney to prepare a comprehensive code of conduct and ethics and/or policy. Work is ongoing and the subcommittee intends to have a draft code for the Council to review as soon as possible. While endeavoring to be completed by October 31, 2018, the City Council will undoubtedly have some modifications and/or changes that may result in a reasonable delay. However, the City is committed to enacting a code of ethics that would apply to Council Members, appointed officials and appointed staff in 2018. The City will provide the Grand Jury the policy when completed and enacted.

As an initial action, the City has enacted an ordinance that prohibits Council Members, members of City Boards and Commissions, and appointed employees from contracting with the City. A copy of the adopted ordinance is attached for your review.

Thank you for providing the City of Tracy opportunity to comment on this important report. Please let us know if additional information is required.

Sincerely,

Robert Rickman, Mayor
On Behalf of the Tracy City Council

RESOLUTION 2018-___

APPROVING RESPONSES TO THE SAN JOAQUIN COUNTY GRAND JURY FINAL REPORT 2017-2018

WHEREAS, In June 2018, the City of Tracy received two reports issued by the San Joaquin County Civil Grand Jury: "Code Enforcement Departments of San Joaquin County" (2017-2018 Case No. 0117) and "San Joaquin County Municipality Ethics Policies" (2017-2018 Case No. 0917), and

WHEREAS, The Tracy City Council is required to respond to findings F5.1 and recommendations R5.1 as indicated in 2017-2018 Case No. 0117; and findings F1.1 and recommendations R1.1 as indicated in 2017-2018 Case No. 0917, and

WHEREAS, A response to the findings and recommendations of the reports from the Tracy City Council is required under state law, and

WHEREAS, The City Attorney has reviewed the findings and recommendations and prepared written responses addressing each item requested by the San Joaquin County Civil Grand Jury for Council to review and approve;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the City Attorney's prepared responses to the San Joaquin County Civil Grand Jury's final reports "Code Enforcement Departments of San Joaquin County" (2017-2018 Case No. 0117) and "San Joaquin County Municipality Ethics Policies" (2017-2018 Case No. 0917) and authorizes the Mayor to sign the letters.

* * * * * * * * * * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 18th day of September, 2018 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

September 18, 2018

AGENDA ITEM 1.L

REQUEST

AWARD A CONSTRUCTION CONTRACT TO TEICHERT CONSTRUCTION OF STOCKTON, CALIFORNIA, FOR THE RECONSTRUCTION OF THE TRACY MUNICIPAL AIRPORT TEE-HANGAR TAXILANES, CIP 77037, AIP NO. 3-06-0259-19-2018, APPROVE TASK ORDER NO. 8 TO R. W. BRANDLEY MASTER PROFESSIONAL SERVICES AGREEMENT, AND AUTHORIZE THE TRANSFER OF FUNDS IN THE AMOUNT OF $2,982,100 FROM CIP 77037 TO CIP 77580

EXECUTIVE SUMMARY

City Council is requested to award a construction contract to Teichert Construction for the reconstruction of Tracy Municipal Airport Tee-Hangar Taxilanes.

DISCUSSION

In general, work will consist of the reconstruction of tee-hangar taxilanes by polarizing existing asphalt and aggregates base and placing and compacting this polarized material in place and resurfacing with news asphalt pavement, including modification of drainage system, marking and striping.

The project plans and specifications were prepared by Reinard W. Brandley, Airport Consulting Engineer of Loomis, California. The project was advertised for competitive bids on April 20, 2018 and on May 15, 2018. Bids were opened publicly with the following results:

Bidder	**Base Bid**
Teichert	2,419,000
George Reed, Inc.	3,000,000

Teichert Construction Company of Stockton, California is the lowest monetary bidder. A bid analysis indicates the lowest bid is responsive and the bidder is responsible.

Teichert Construction has the appropriate contractor's license in active standing and has completed similar projects for the City of Tracy and other public agencies.

The FAA grant provides funding for 90 percent of the project cost including construction costs, engineering costs, and administration costs. The Sponsor is responsible for 10 percent of the total cost. A Summary of Project Costs for this project is included in Table on this sheet. A grant has previously been awarded to the City by the FAA for this project in the amount of $1,805,877. The City (Sponsor) is responsible for 10 percent of the total cost. The City's required 10% match of $200,653, as well an additional $704,470 for costs of the project not eligible for FAA funding, was approved on September 4, 2018 by Resolution No. 2018-182. FAA does not allow for any contingencies in the original grant, but will issue a grant modification if necessary at the completion of the project to cover any additional costs that are expended due to unforeseen conditions. Resolution No. 2018-182 also included a 10% contingency for this project in the amount of $271,100.

The State of California Division of Aeronautics has a grant program whereby, if funds are available, they can provide a grant in the maximum amount of 5% of the FAA grant for any project, which for this project would be $90,294. The City will apply for the full 5% State matching grant, but it is unknown whether a portion or any of this State grant will be awarded.

Based upon available funds, it is recommended that the construction contract be awarded for the Base Bid and three Additive Bid amounts. The total recommended construction cost of this project, if awarded to Teichert Contractors, Inc., is as follows:

Description	Base Bid
Construction Bid including Additive Bid Item	$ 2,419,000
Engineering During Bid and Award	47,000
Engineering During Construction & Project Closeout	28,000
Project Management including Resident Engineering, Testing and Inspection	134,000
Administration	83,000
Contingency (10%)	271,100
Total Construction Cost	**$2,982,100**

The Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council. The recommended contingency amount for this project is $271,100.

Funds for this project were previously appropriated to CIP 77037, which has been used for previous FAA grants. It is also recommended that a new CIP number be established for this project in order to separate it out from other FAA grants. A new CIP number has been created, CIP 77580, and staff is also asking that the funding for this project ($2,982,100) be transferred from CIP 77037 to CIP 77580. This transfer will effectively close out CIP 77037, which has served as the CIP number for earlier phases of the Airport Improvement Program.

STRATEGIC PLAN

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

FISCAL IMPACT

The funding for this project was previously approved by City Council on September 4, 2018 under Resolution No. 2018-182. The total project cost, including the contingency amount, is $2,982,100 with $1,805,877 coming from the FAA, $905,123 coming from the City, and an additional 10% contingency of $271,100 also coming from the City.

Where available the City will also seek additional matching funds from Caltrans Division of Aeronautics. This will help to lower the overall matching requirement from the City. Once the project is complete, any unused funds will be returned to the General Fund.

RECOMMENDATION

That the City Council, by resolution, award a construction contract to Teichert Construction of Stockton, California, for the reconstruction of the Tracy Municipal Airport Tee-Hangar Taxilanes (CIP 77037, AIP No. 3-06-0259-19-2018), approve a contingency amount of $271,100 for this contract, approve Task Order No. 8 to R.W. Brandley Master Professional Services Agreement, and authorize the transfer of funds in the amount of $2,982,100 from CIP 77037 to CIP 77580.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer
Ed Lovell, Management Analyst II

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Task Order No. 8 to R.W. Brandley Master Professional Services Agreement
Attachment B – Location Map

CITY OF TRACY
TASK ORDER NO. 8
MASTER PROFESSIONAL SERVICES AGREEMENT RECONSTRUCTION OF THE TRACY MUNICIPAL AIRPORT TEE-HANGAR TAXILANES, CIP 77580,
AIP NO. 3-06-0259-19-2018

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and R. W. Brandley, (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Design Services for the reconstruction of the Tracy Municipal Airport Tee-Hangar Taxilanes project.

B. CITY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF MASTER AGREEMENT.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for this project, unless specifically modified by this Task Order.

2. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT on a lump sum basis, a Not to Exceed amount of $209,000 as set forth in Exhibits "A" and "B".

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

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

CITY OF TRACY

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

By: Adrianne Richardson, City Clerk

Approved As To Form:

By: Thomas Watson, City Attorney

CONSULTANT
Reinard W. Brandley

By: Reinard W. Brandley
Title: Owner

Date: 9/11/18

Fed. Employer ID No. 94-1263809

EXHIBITS
A- Scope of Services
B- Breakdown on Engineering Fees

Exhibit A

SCOPE OF WORK:

1. **UPDATE PLANS AND SPECIFICATIONS FOR BIDDING PURPOSES**
   The basic engineering design for this project was completed with the design of the runways, taxiways and aprons. It will be necessary to update these plans and specifications to conform to new field conditions and new FAA standards and regulations.

   The total proposed fee for updating the plans and specifications for bidding purposes will be a lump sum of $32,000.

2. **DESIGN ENGINEERING DURING BIDDING AND CONTRACT AWARD**
   The engineering design requirements during bidding, contract award, and construction will include the following:

   A. Assist City in printing and distributing final plans and specifications to prospective contractors.

   B. Participate in a pre-bid meeting for all prospective contractors.

   C. Respond to any questions and comments from prospective contractors.

   D. Preparation of any required addenda.

   E. Assist City in awarding contract including preparation of Abstract of Bids and evaluation of bids.

   The total proposed fee for design engineering services during bidding and contract award will be a lump sum of $15,000.

3. **ENGINEERING DESIGN SERVICES DURING CONSTRUCTION AND FINAL PROJECT CLOSEOUT**
   The engineering design requirements during construction and project closeout will include the following:

   A. Participate in a pre-construction conference.

   B. Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

   The design engineering services during construction will be conducted during the entire construction phase of the work. Final record drawings and engineer's report will be prepared within 30 calendar days of receipt of contractor's final redline drawings.

   The total proposed fee for engineering services during construction will be a lump sum of $28,000.

4. **PROJECT MANAGEMENT INCLUDING RESIDENT ENGINEERING, TESTING, AND INSPECTION**
Resident Engineering, Testing, and Inspection during construction will include:

   A. Furnish qualified Resident Engineer to review and monitor all construction activities.
   B. Provide all inspection and testing required as included in the quality assurance program including providing technicians and inspectors as required.
   C. Provide surveying services as required.
   D. Provide traffic safety inspectors and Safety Plan implementation.
   E. Review and approve all contractors' quality control testing and inspection.

The resident engineering, testing, and inspection work will be performed during the total time that construction occurs.

The resident engineering, testing, and inspection fee will be at normal hourly rates set forth in Exhibit A for a sum not to exceed $134,000.

Total Costs of Items 1, 2, 3, and 4 = $209,000

The total contract amount for this work will not exceed $209,000 without prior approval of the City. A breakdown of estimated engineering fees is attached as Table No. 1.

Table 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley	$250.00/Hour
Senior Engineer/Resident Engineer	$150.00/Hour
Junior Engineer	$100.00/Hour
Senior Drafter/Senior Inspector	$100.00/Hour
Junior Drafter/Junior Inspector	$70.00/Hour
Testing Technician	$85.00/Hour
Project Administrator	$90.00/Hour
Clerical	$75.00/Hour

Travel and Vehicle Rental

Per Diem	$150/Day
Vehicle Rental	$30.00/Day + $0.54/Mile

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%

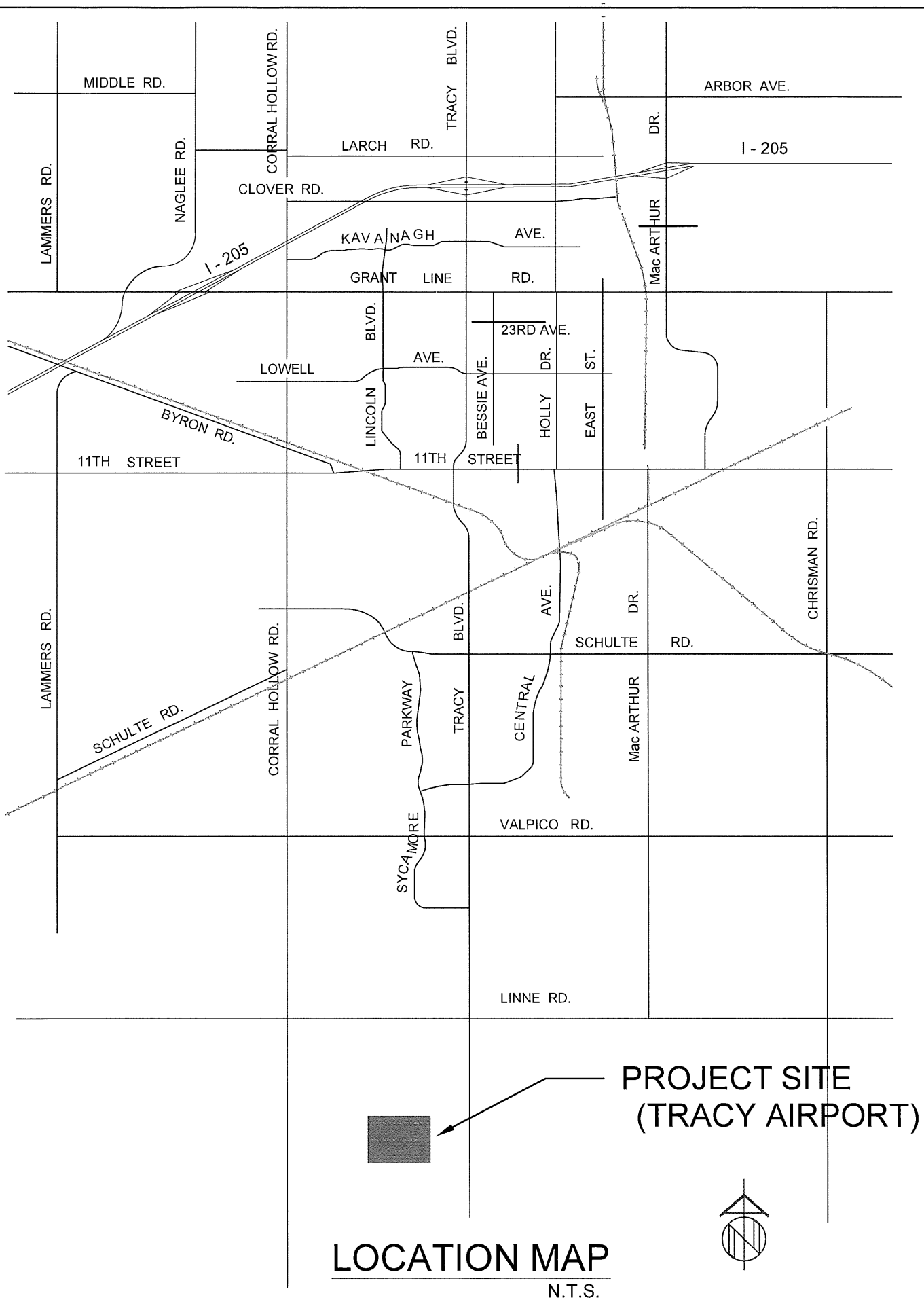
EXHIBIT B

TRACY MUNICIPAL AIRPORT

RECONSTRUCTION OF TEE HANGAR TAXILANES

BREAKDOWN OF ENGINEERING COSTS

Phase 1 - Update Plans and Specifications for Bidding Purposes				
Principal Engineer - R. W. Brandley	32 Hrs @ $250	$ 8,000.00		
Senior Design Engineer	45 Hrs. @ $150	6,750.00		
Senior Drafter	95 Hrs. @ $100	9,500.00		
Project Administrator	48 Hrs. @ $90	4,320.00		
Clerical	40 Hrs. @ $75	3,000.00		
Mileage	400 Miles @ $0.54	216.00		
Postage and Other Expenses		500.00		
Total Phase 1		$ 32,286.00		
Use			$	32,000.00
Phase 2 - Engineering Support During Bidding and Contract Award				
Principal Engineer - R. W. Brandley	25 Hrs @ $250	$ 6,250.00		
Senior Design Engineer	30 Hrs. @ $150	4,500.00		
Project Administrator	24 Hrs. @ $90	2,160.00		
Clerical	16 Hrs. @ $75	1,200.00		
Mileage	400 Miles @ $0.54	216.00		
Postage and Other Expenses		500.00		
Total Phase 2		$ 14,826.00		
Use				15,000.00
Phase 3 - Engineering Design During Construction and Final Project Closeout				
Principal Engineer - R. W. Brandley	50 Hrs @ $250	$ 12,500.00		
Resident Engineer	30 Hrs. @ $150	4,500.00		
Project Administrator	55 Hrs. @ $90	4,950.00		
Senior Drafter	35 Hrs. @ $100	3,500.00		
Clerical	10 Hrs. @ $75	750.00		
Mileage	3,000 Miles @ $0.54	1,620.00		
Total Phase 3		$ 27,820.00		
Use				28,000.00
Phase 4 - Construction Management				
Principal Engineer - R. W. Brandley	38 Hrs. @ $250	$ 9,500.00		
Resident Engineer	500 Hrs. @ $150	75,000.00		
Junior Engineer	100 Hrs. @ $90	9,000.00		
Asphalt Testing Laboratory	Standard Rates	30,000.00		
Vehicle Rental	40 Days @ $30	1,200.00		
Mileage	4,000 Miles @ $0.54	2,160.00		
Per Diem	50 Days @ $150	7,500.00		
Total Phase 4		$ 134,360.00		
Use				134,000.00
Total Engineering				$ 209,000.00



LOCATION MAP

N.T.S.

RESOLUTION 2018-_____

AWARDING A CONSTRUCTION CONTRACT TO TEICHERT CONSTRUCTION OF STOCKTON, CALIFORNIA, FOR RECONSTRUCTION OF THE TRACY MUNICIPAL AIRPORT TEE-HANGAR TAXILANES, CIP 77037, AIP NO. 3-06-0259-19-2018, APPROVING TASK ORDER NO. 8 TO R. W. BRANDLEY MASTER PROFESSIONAL SERVICES AGREEMENT, AND AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF $2,982,100 FROM CIP 77037 TO CIP 77580

WHEREAS, The City Municipal Airport Tee-Taxilanes are in need of reconstruction, including modification of drainage system, marking and striping, and

WHEREAS, The project plans and specifications were prepared by Reinard W. Brandley, Airport Consulting Engineer of Loomis, California, and

WHEREAS, The project was advertised for competitive bids on April 20, 2018, and on May 15, 2018, and were opened publicly with the following results:

Teichert Construction	$2,419,000
Gorge Reed, Inc.	$3,000,000

WHEREAS, The Teichert Construction of Stockton, California, was the lowest bidder and has completed similar projects for the City and other public agencies, and

WHEREAS, The FAA grant provides funding for 90 percent of the project cost including construction costs, engineering costs, and administration costs and the Sponsor is responsible for 10 percent of the total cost, and

WHEREAS, A grant has previously been awarded to the City by the FAA for this project in the amount of $1,805,877 and the City's required 10% match of $200,653 as well an additional $704,470 for costs of the project not eligible for FAA funding, was approved on September 4, 2018 by Resolution No. 2018-182, and

WHEREAS, The FAA will issue a grant modification if necessary at the completion of the project to cover any additional costs that are expended due to unforeseen conditions, and

WHEREAS, Resolution No. 2018-182 also included a 10% contingency for this project in the amount of $271,100, and

WHEREAS, The State of California Division of Aeronautics has a grant program whereby, if funds are available, they can provide a grant in the maximum amount of 5% of the FAA grant for any project, which for this project would be $90,294, and

WHEREAS, The City will apply for the full 5% State matching grant, but it is unknown whether a portion or any of this State grant will be awarded, and

WHEREAS, Based upon available funds, it is recommended that the construction contract be awarded for the Base Bid and three Additive Bid amounts, and

WHEREAS, The total recommended construction cost of this project, if awarded to Teichert Contractors, Inc., will be $2,982,100, and

WHEREAS, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council and the recommended contingency amount for this project is $271,100, and

WHEREAS, Funds for this project were previously appropriated to CIP 77037, which has been used for previous FAA grants and it is also recommended that a new CIP number be established for this project in order to separate it out from other FAA grants, and

WHEREAS, A new CIP number has been created, CIP 77580, and staff is also asking that the funding for this project ($2,982,100) be transferred from CIP 77037 to CIP 77580, and

WHEREAS, The funding for this project was previously approved by City Council on September 4, 2018 under Resolution No. 2018-182, and

WHEREAS, The total project cost, including the contingency amount, is $2,982,100 with $1,805,877 coming from the FAA, $905,123 coming from the City, and an additional 10% contingency of $271,100 also coming from the City, and

WHEREAS, The City will also seek additional matching funds from Caltrans Division of Aeronautics, which will help to lower the overall matching requirement from the City;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to Teichert Construction of Stockton, California, for the reconstruction of the Tracy Municipal Airport Tee-Hangar Taxilanes, CIP 77037, AIP No. 3-06-0259-19-2018, approves a contingency amount of $271,100, approves Task Order No. 8 to R.W. Brandley Master Professional Services Agreement, and authorizes the transfer of funds in the amount of $2,982,100 from CIP 77037 to CIP 77580.

* * * * * * * * * * * *

The foregoing Resolution 2018-____ was adopted by the Tracy City Council on the 18th day of September 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 1.M

REQUEST

AWARD A CONSTRUCTION CONTRACT TO CENTRAL VALLEY AUTOMATED, INC., OF FRESNO, CALIFORNIA FOR THE CONSTRUCTION OF A NEW AIRPORT BEACON LIGHT ON THE EXISTING TOWER AT THE TRACY MUNICIPAL AIRPORT, CIP 77037, AIP NO. 3-06-0259-19-2018, APPROVE TASK ORDER NO. 7 TO R. W. BRANDLEY MASTER PROFESSIONAL SERVICES AGREEMENT, AND APPROVE THE TRANSFER OF FUNDS IN THE AMOUNT OF $50,050 FOR THIS PROJECT 77037 TO CIP 77581

EXECUTIVE SUMMARY

City Council is requested to award a construction contract to Central Valley Automated, Inc., of Fresno for the construction of a new airport beacon light on the existing tower at the Tracy Municipal Airport.

DISCUSSION

In general, work will consist of the construction of a new airport beacon light on the existing tower at the Tracy Municipal Airport.

The project plans and specifications were prepared by Reinard W. Brandley, the City's Airport Consulting Engineer of Loomis, California. The project was advertised for competitive bids on May 11, May 18, and June 5, 2018. Bids were publicly opened with the following results:

A. Construction of Airport Beacon on Existing Tower

Bidders	Bid Amount
Central Valley Automated. Inc.	$ 27,900.00
Royal Electric Company	$ 44,444.00
Call Electro, Inc. Silman Construction	$111,305.53

Central Valley Automated, Inc., of Fresno, California is the lowest monetary bidder for both projects. Bids analysis indicates the lowest bid is responsive and the bidder is responsible.

Central Valley Automated, Inc., has the appropriate contractor's license in active standing and has completed similar projects for City of Tracy and other public agencies.

Funding for the project will be provided by a Federal Aviation Administration (FAA) grant. The FAA grant provides funding for 90 percent of the project cost, including construction costs, engineering costs, and administration costs. The City (Sponsor) is responsible for 10 percent of the total cost. A Summary of Project Costs is included as part of this report. A grant has previously been awarded to the City by the FAA for this project in the amount of $40,950. The City's required 10% match of $4,550 has already been appropriated and approved as part of Resolution No. 2018-182. The FAA does not allow for any contingencies in the original grant, but will issue a grant modification if necessary at the completion of the project to cover any

additional costs that are expended due to unforeseen conditions. Resolution No. 2018-182 also included a 10% contingency for this project in the amount of $4,550.

The State of California Division of Aeronautics has a grant program whereby, if funds are available, they can provide a grant in the maximum amount of 5% of the FAA grant for any project, which for this project would be $2,047. The City will apply for the full 5% State matching grant, but it is unknown whether a portion or any of this State grant will be awarded.

The total recommended construction cost of this project, if awarded to Central Valley Automated, Inc., is as follows:

Description	Base Bid
Construction Bids Items	$ 27,900
Administration	2,800
Preliminatry Enviromental	500
Engineer's Design; preparing of plans and specs	4,600
Design Engineer: Through Bidding and Award	1,200
Engineer Design during Construction Final Closeout	1,500
Resident Engineering Testing and Inspection	7,000
Total Construction Cost	$45,500

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council. The recommended contingency amount for this project is $4,550.

Funds for this project were previously appropriated to CIP 77037, which has been used for previous FAA grants. It is also recommended that a new CIP number be established for this project in order to separate it out from other FAA grants. A new CIP number has been created, CIP 77581, and staff is also asking that the funding for this project ($50,050) be transferred from CIP 77037 to CIP 77581. This transfer will effectively close out CIP 77037, which has served as the CIP number for earlier phases of the Airport Improvement Program.

STRATEGIC PLAN

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

FISCAL IMPACT

The funding for this project was previously approved by City Council on September 4, 2018 under Resolution No. 2018-182. The total project cost, including the contingency amount, is $50,050 with $40,950 coming from the FAA, a $4,550 match coming from the City, and an additional 10% contingency of $4,550 also coming from the City.

Where available, the City will also seek additional matching funds from Caltrans Division of Aeronautics. This will help to lower the overall matching requirement from the City. Once the project is complete, any unused funds will be returned to the General Fund.

RECOMMENDATION

That the City Council, by resolution, award a construction contract to Central Valley Automated Inc., of Fresno, California for the construction of a new airport beacon light on an existing tower at the Tracy Municipal Airport, approve Task Order No. 7 to R.W. Brandley Master Professional Services Agreement, and approve a transfer of funds in the amount of $50,050 from CIP 77037 project to CIP 77581.

Prepared by: Zabih Zaca, Senior Civil Engineer
Ed Lovell, Management Analyst II

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Task Order No. 7 to R.W. Brandley Master Professional Services Agreement
Attachment B – Location Map

CITY OF TRACY
TASK ORDER NO. 7
MASTER PROFESSIONAL SERVICES AGREEMENT CONSTRUCTION OF A NEW AIRPORT BEACON LIGHT AT THE TRACY MUNICIPAL AIRPORT, CIP 77581, AIP NO. 3-06-0259-19-2018

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and R. W. Brandley, (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Design Services for the construction of a new airport beacon light at the Tracy Municipal Airport project.

B. CITY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF MASTER AGREEMENT.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for this project, unless specifically modified by this Task Order.

2. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT on a lump sum basis, a Not to Exceed amount of $14,800 as set forth in Exhibits "A" and "B".

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

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

CITY OF TRACY

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

By: Adrianne Richardson, City Clerk

Approved As To Form:

By: Thomas Watson, City Attorney

CONSULTANT
Reinard W. Brandley

By: Reinard W. Brandley
Title: Owner

Date: 9/11/18

Fed. Employer ID No. 94-1263809

EXHIBITS
A- Scope of Services
B- Breakdown on Engineering Fees

Exhibit A

SCOPE OF WORK:

1. **PRELIMINARY ENGINEERING**
   Preparation of environmental document for NEPA – Categorical Exclusion.

   The proposed fee for preparation of the environmental document will be a lump sum of $500.

2. **ENGINEERING DESIGN THROUGH PREPARATION OF PLANS AND SPECIFICATIONS**
   The engineering design requirements through preparation of plans and specifications will include engineering design, preparation of plans and specifications, preparation of Engineer's Report including Engineer's Estimate, and preparation of Construction Safety and Phasing Plan.

   The total proposed fee for engineering design through preparation of plans and specifications will be a lump sum of $4,600.

3. **DESIGN ENGINEERING DURING BIDDING AND CONTRACT AWARD**
   The engineering design requirements during bidding, contract award, and construction will include the following:

   A. Assist City in printing and distributing final plans and specifications to prospective contractors.
   B. Participate in a pre-bid meeting for all prospective contractors.
   C. Respond to any questions and comments from prospective contractors.
   D. Preparation of required addenda.
   E. Assist City in awarding contract including preparation of Abstract of Bids and evaluation of bids.

   The total proposed fee for design engineering services during bidding and contract award will be a lump sum of $1,200.

4. **ENGINEERING DESIGN SERVICES DURING CONSTRUCTION AND FINAL PROJECT CLOSEOUT**
   The engineering design requirements during construction and project closeout will include the following:

   A. Participate in a pre-construction conference.
   B. Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

   The design engineering services during construction will be conducted during the entire construction phase of the work. Final record drawings and engineer's report will be prepared within 30 calendar days of receipt of contractor's final redline drawings.

The total proposed fee for engineering services during construction will be a lump sum of $1,500.

5. PROJECT MANAGEMENT INCLUDING RESIDENT ENGINEERING, TESTING, AND INSPECTION

Resident Engineering, Testing, and Inspection during construction will include:

A. Furnish qualified Resident Engineer to review and monitor all construction activities.

B. Provide all inspection required as included in the quality assurance program.

C. Provide surveying services as required.

D. Provide traffic safety inspectors and Safety Plan implementation.

The resident engineering, testing, and inspection work will be performed during the total time that construction occurs.

The resident engineering, testing, and inspection fee will be at normal hourly rates set forth in Exhibit A for a sum not to exceed $7,000.

Total Costs of Items 1, 2, 3, 4 and 5 = $14,800

The total contract amount for this work will not exceed $14,800 without prior approval of the City. A breakdown of estimated engineering fees is attached as Table No. 1.

Table 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley	$250.00/Hour
Senior Engineer/Resident Engineer	$150.00/Hour
Junior Engineer	$100.00/Hour
Senior Drafter/Senior Inspector	$100.00/Hour
Junior Drafter/Junior Inspector	$70.00/Hour
Testing Technician	$85.00/Hour
Project Administrator	$90.00/Hour
Clerical	$75.00/Hour

Travel and Vehicle Rental

Per Diem	$150/Day
Vehicle Rental	$30.00/Day + $0.54/Mile

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%

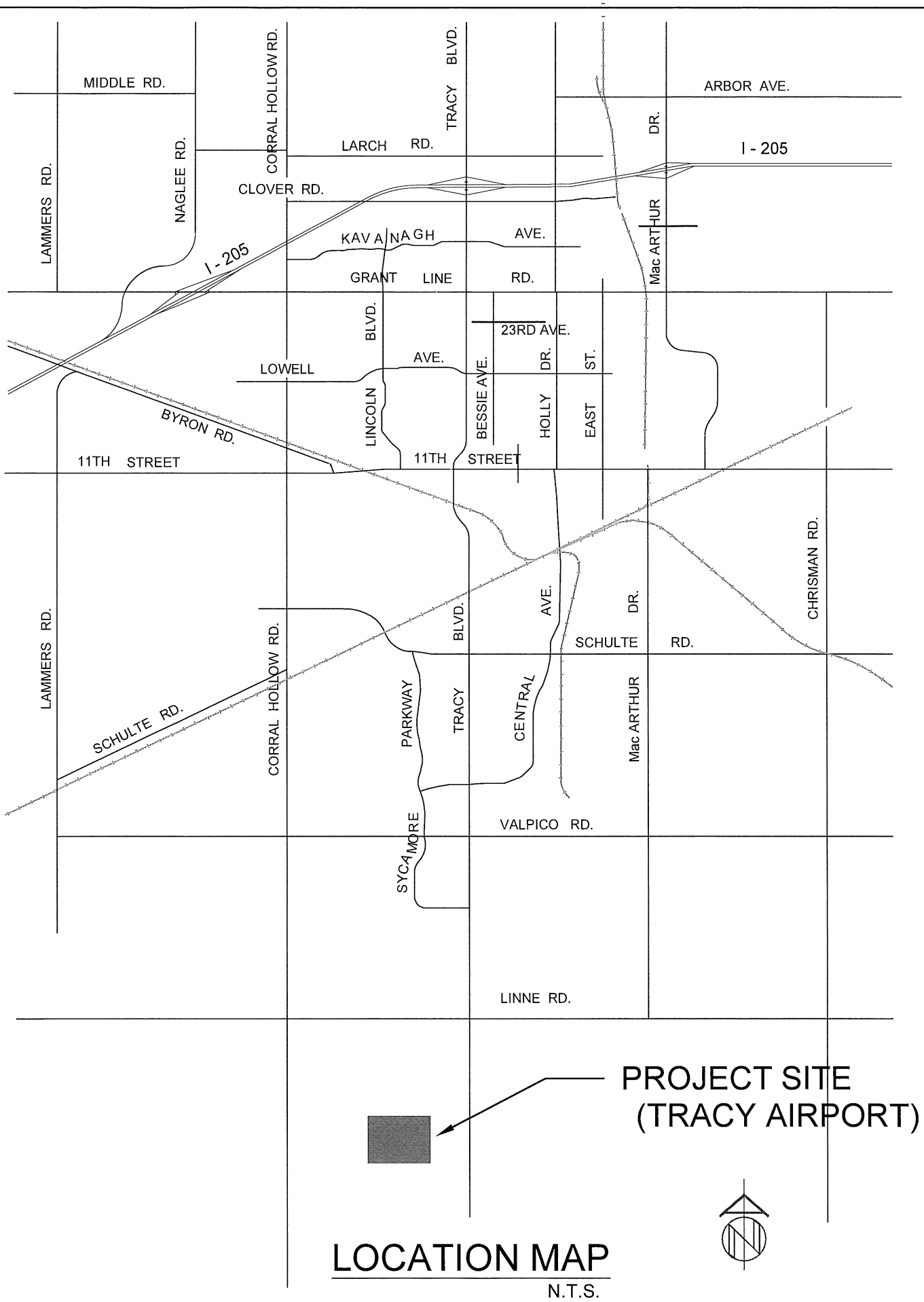
EXHIBIT B

TRACY MUNICIPAL AIRPORT

NEW ROTATING BEACON ON EXISTING TOWER

BREAKDOWN OF ENGINEERING FEES

Environmental Studies - Cat Ex				
NEPA Project Manager	3 Hrs. @ $140	$ 420.00		
Senior Design Engineer	0.5 Hr. @ $150	75.00		
Total Environmental		$ 495.00		
Use			$	500.00
Engineering Design:				
Engineering Services up through Preparation of Plans, Specifications, and Reports				
Principal Engineer - R. W. Brandley	4 Hrs @ $250	$ 1,000.00		
Design Engineer	14 Hrs. @ $150	2,100.00		
Senior Drafter	10 Hrs. @ $90	900.00		
Project Administrator	5 Hrs. @ $90	450.00		
Clerical	2 hrs. @ $70	140.00		
Total Engineering Design		$ 4,590.00		
		Use		4,600.00
Engineering Support During Bidding and Contract Award				
Principal Engineer - R. W. Brandley	2 Hrs @ $250	$ 500.00		
Senior Design Engineer	2 Hrs. @ $150	300.00		
Project Administrator	3 Hrs. @ $90	270.00		
Mileage	120 Miles @ $0.54	64.80		
Total Support During Bid & Award		$ 1,134.80		
Use				1,200.00
Engineering Design During Construction and Final Project Closeout				
Principal Engineer - R. W. Brandley	2 Hrs @ $250	$ 500.00		
Resident Engineer	2 Hrs. @ $150	300.00		
Project Administrator	3 Hrs. @ $90	270.00		
Senior Drafter	3 Hrs. @ $90	270.00		
Clerical	2 Hrs. @ $75	150.00		
Total Engineering During Construction		$ 1,490.00		
Use				1,500.00
Phase 4 - Construction Management				
Resident Engineer	40 Hrs. @ $150	$ 6,000.00		
Vehicle Rental	5 Days @ $40	200.00		
Mileage	600 Miles @ $0.54	324.00		
Per Diem	4 Days @ $150	600.00		
Total Construction Management		$ 7,124.00		
Use				7,000.00
Total Engineering			$	14,800.00



LOCATION MAP

N.T.S.

RESOLUTION 2018-_____

AWARDING A CONSTRUCTION CONTRACT TO CENTRAL VALLEY AUTOMATED, INC., OF FRESNO, CALIFORNIA, FOR THE CONSTRUCTION OF A NEW AIRPORT BEACON LIGHT ON THE EXISTING TOWER AT THE TRACY MUNICIPAL AIRPORT, CIP 77037, AIP NO. 3-06-0259-19-2018, APPROVING TASK ORDER NO. 7 TO R. W. BRANDLEY MASTER PROFESSIONAL SERVICES AGREEMENT, AND AUTHORIZING THE TRANSFER OF FUNDS IN THE AMOUNT OF $50,050 FOR THIS PROJECT TO CIP 77581

WHEREAS, The City has a project for the construction of a new airport beacon light on the existing tower at the Tracy Municipal Airport, and

WHEREAS, The project plans and specifications were prepared by Reinard W. Brandley, the City's Airport Consulting Engineer of Loomis, California, and

WHEREAS, The project was advertised for competitive bids on May 11 and May 18, 2018 and bids were received and publicly opened at 2:30 p.m. on June 5, 2018, and

WHEREAS, Central Valley Automated, Inc., of Fresno, California is the lowest monetary bidder, bid analysis indicates their bid is responsive and the bidder is responsible, and

WHEREAS, Central Valley Automated, Inc., has the appropriate contractor's license in active standing and has completed similar projects for City of Tracy and other public agencies, and

WHEREAS, The Federal Aviation Administration (FAA) grant provides for 90 percent of the project cost including construction costs, engineering costs and administration costs, and

WHEREAS, A grant has previously been awarded to the City by the FAA for this project in the amount of $40,950 and the City's required 10% match of $4,550 has already been appropriated and approved as part of Resolution No. 2018-182, and

WHEREAS, The State of California Division of Aeronautics has a grant program whereby, if funds are available, they can provide a grant in the maximum amount of 5% of the FAA grant for any project, which for this project would be $2,047, and

WHEREAS, The City will apply for the full 5% State matching grant, but it is unknown whether a portion or any of this State grant will be awarded, and

WHEREAS, The total recommended construction cost of this project, if awarded to Central Valley Automated, Inc., of Fresno will be $45,500, and

WHEREAS, It is also recommended that a new CIP number (77850) be established for this project in order to separate it out from other FAA grants and staff is also asking that the funding for this project ($50,050) be transferred from CIP 77037 to CIP 77580, and

WHEREAS, The funding for this project was previously approved by City Council on September 4, 2018 under Resolution No. 2018-182 and the total project cost, including the contingency amount, is $50,050 with $40,950 coming from the FAA, a $4,550 match coming from the City, and an additional 10% contingency of $4,550 also coming from the City, and

WHEREAS, Where available the City will also seek additional matching funds from Caltrans Division of Aeronautics to help lower the overall matching requirement from the City;

NOW, THEREFORE BE IT RESOLVED, That the City Council hereby awards a construction contract to Central Valley Automated, Inc., of Fresno, California for the construction of a new airport beacon light on an existing tower at the Tracy Municipal Airport, approves Task Order No. 7 to R.W. Brandley Master Professional Services Agreement, and authorizes a transfer of funds in the amount of $50,050 from CIP 77037 project to CIP 77580.

* * * * * * * * * * *

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 18h day of September 2018 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSNT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 3

REQUEST

APPROVE THE RENAMING OF TRACY BALL PARK TO RITTER FAMILY BALL PARK

EXECUTIVE SUMMARY

The City Parks and Recreation Department received a single request from the Tracy Friends for Parks Recreation and Community Services Foundation to rename the Tracy Ball Park to Ritter Family Ball Park. The Parks and Community Services Commission reviewed the request and has made a formal recommendation to the City Council to approve the renaming of the Tracy Ball Park to the Ritter Family Ball Park.

DISCUSSION

On July 25, 2018, the City Parks and Recreation Department received a single request from the Tracy Friends for Parks Recreation and Community Services Foundation to rename the Tracy Ball Park, located at 2100 North Tracy Boulevard, to Ritter Family Ball Park. The Foundation made this request in honor of Mr. Carlton "Pete" Ritter, who was involved in several civic efforts over a 60-year period, including the Tracy Hospital, Rotary Club, community theatre and the Chamber of Commerce. Most notably, he and his wife, Margaret, donated 10.6 acres of land for the Tracy Ball Park in 1945 in an effort to provide veterans returning from WWII a place to play sports.

Per the City of Tracy's Council Policy G-13 for Naming Public Buildings, Parks and Facilities, when naming a park for a family, strong consideration should be given to:

- The level of involvement and commitment to the Tracy community over a span of years that are sufficient for accomplishments and contributions to have taken place;
- Individuals or families who have been involved in many facets of the community such as service clubs, civic organizations, school community, multi-cultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment;
- The local significance and relationship of this individual or family to the City of Tracy, or to the parks and recreation systems or programs;
- Recognizing the contribution from a benefactor if the park was acquired or constructed by means of a substantial gift, financial contribution or financial donation by a family.

The procedures outlined in the policy state the Parks and Community Services Commission is responsible for the initial review and evaluation of naming requests for Parks and Recreation facilities. At its regular meeting on August 2, 2018, the Parks and Community Services Commission reviewed the request and made a formal

recommendation to Council for the approval of the renaming of the Tracy Ball Park to the Ritter Family Ball Park.

It should be noted that the north diamond was previously named after George Albano, who was a long-time youth sports coach in Tracy. Staff and the Commission are recommending to keep the name George Albano Field at Ritter Family Ball Park.

STRATEGIC PLAN

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

FISCAL IMPACT

Costs associated with this item are approximately $20,000 for a new sign, including labor and materials. Staff recommends using available funding from Tracy Ball Park Renovation CIP 78053 to cover the costs. Total available funds in CIP 78053 are $29,728.

RECOMMENDATION

Staff recommends the City Council consider the recommendation by the Parks and Community Services Commission to approve the renaming of the Tracy Ball Park to the Ritter Family Ball Park.

Prepared by: Brian MacDonald, Parks & Recreation Director

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Letter of Request to Rename Tracy Ball Park

ATTACHMENT A

TRACY friends FOR PARKS, RECREATION & COMMUNITY SERVICES Foundation

July 25, 2018

To: Brian MacDonald
Parks & Recreation Director
City of Tracy

Re: Tracy Ballpark

We, the undersigned board members of Tracy Friends for Parks Recreation and Community Services Foundation, would like to request your formal consideration in the re-naming of the Tracy Ballpark to the "Ritter Family Ballpark" (or something similar). We understand that the next City of Tracy Parks Commission Meeting is to be held on August 2, 2018 and are hoping that we can have this item placed on the agenda for discussion.

The request would be in recognition of Mr. Carlton Ritter, an involved and active citizen of Tracy for 60 years. Mr. Ritter donated the 10.2 acres of land that makes up the current Tracy Ballpark which opened in 1946. Mr. Ritter was one of Tracy's most active citizens for several decades, with his contributions well chronicled in the attached supporting documents, and whose inspirational legacy of civic duty continues with his grandson Paul today.

We feel that Mr. Ritter's contributions far exceed the naming requirements (for an individual family or person) of Resolution 89-1221 adopted by City Council effective March 21, 1989 and hope that with your help we can honor Mr. Ritter, a man that gave so much to our community.

Among the items attached are Mr. Ritter's obituary from June 29, 1983, a more recent Tracy Press article that does an excellent job of recounting his involvement through the years, and a document from Sam Matthew's (Publisher Emeritus, Tracy Press) personal files documenting the park donation itself back in 1945-1946.

As a point of clarification, we would also like to retain the current name of "George Albano Field" as it currently exists, with something similar to "George Albano Field at Ritter Family Ballpark".

We thank you for your time and consideration of the matter.

Sincerely,

By: Dan Schack
President

On behalf of board members:
Charles Tuso, Louie Serrato, Dino Margaros, Joann Hieb, Daniel Greene, Wes Huffman, Nanette Sorensen

6-22-83

★ Wednesday
June 29, 1983
Vol. 87—No. 47
26 pages—25 cents

Tracy civic leader

Rites today for 'Pete' Ritter

A memorial service will be conducted here this afternoon for Carlton E. "Pete" Ritter, 86, Tracy insurance agent, property developer and civic leader who died Sunday.

Today's services will begin at 2 p.m. at the First Presbyterian Church, El Portal Street and Berverdor Avenue.

Mr. Ritter, a Tracy resident for 60 years and one of the community's most active citizens for several decades, died Sunday morning in Tracy Community Memorial Hospital. He had originally been hospitalized two months ago and returned last week to the hospital that he played a major role in building.

In the late 1940s, Mr. Ritter was chairman of the campaigns that raised funds to build the hospital. He also participated in many community projects and headed the committee that recommended the establishment of the council-manager form of government for the City of Tracy in the mid-1950s.

He was a native of Chico, where his father, Carlton M. Ritter, was president of Chico State Normal School, now California State University, Chico. The family returned to a family farm on the west bank of Lake Cayuga in New York state.

Although Mr. Ritter never received a high school diploma, he entered the University of Michigan after passing the entrance examinations on the basis of his father's tutoring. At Michigan, he studied architecture and played baseball on the same team as George Sisler, later a star of the St. Louis Browns.

After leaving the university at the end of a year, Mr. Ritter traveled throughout Canada representing the D.M. Ferry Seed Co. to general stores, hardware stores and other frontier establishments selling seed.

It was at this time that he observed the activities of the Doukhobors, an eccentric Christian sect of Russian origin, whose members sometimes removed their clothing before marching through a town to protest civil authority. The sect was headed by Peter Verigin, and later when Mr. Ritter told the story of Verigin and the Doukhobors to Tracy friends, he was given the nickname "Pete."

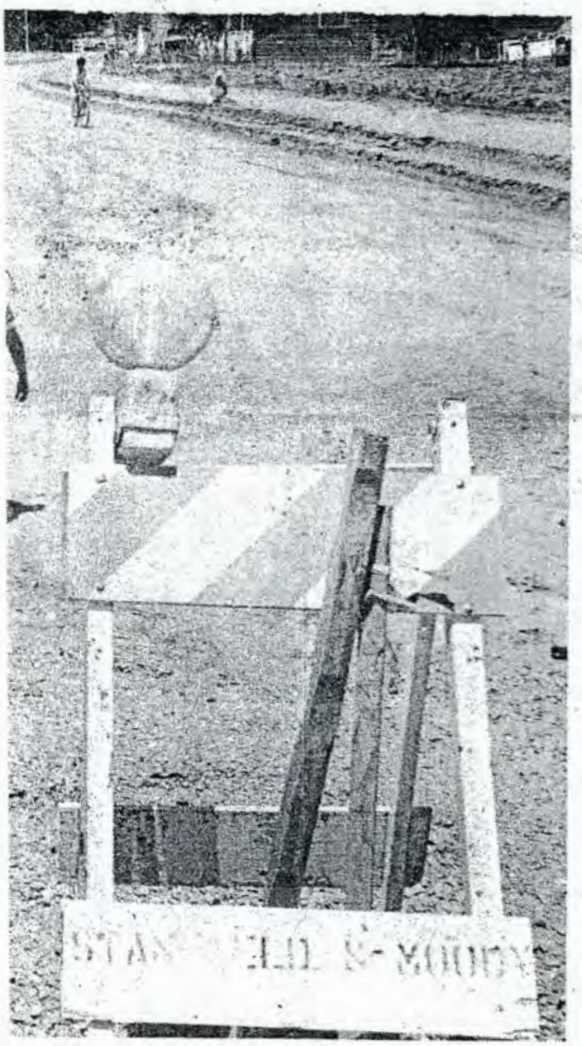
In 1921, Mr. Ritter rejoined his family, then living in Stockton, and in 1923, he came to

(Turn to back page col. 3)



CARLTON RITTER
Memorial rites today

:oncern



:ity of Tracy. Soon, the children will
a paved street and sidewalks to
ıome on.

ıid man on fire

Weather

Date of birth - Nov. 17, 1896
Date of death - June 26, 1983

More About...

Ritter memorial services today

(Continued from page 1)

acy to sell lots and houses for arles House, a real estate de-loper.

Mr. Ritter first sold property La Bonita Park on West 12th eet and West Highland Ave-, west of Bessie Avenue, l later began selling parcels what became known as Par- Acres, the subdivided Par- Ranch bounded by Eaton nue, what is now Tracy levard, Whittier Avenue Holly Drive. The devel-ent originally was outside city limits and then was an-d in 1944.

rlton Way was named after Ritter, and he built the ly home in Parker Acres at orner of Parker and Emer-venues.

eral years after coming to , Mr. Ritter established Ritter Insurance and Real e while continuing his af-on with House. He later lished an independent hat has become Ritter In-ce Agency, located for years in the Tracy Inn ig and more recently at 3" St.

960, Mr. Ritter sold the ss to his son, Peter S. and a year ago, a grand-Paul Ritter, joined the he senior Mr. Ritter con-making daily trips to the office until a year ago.

Active in community projects for more than three decades, Mr. Ritter joined Tracy Community Theatre in 1926. He played the lead opposite Margaret Dwyer, and a year later they were married.

Mr. Ritter was among the Tracy residents who sold stock in the Tracy Inn, a community corporation, and received an award as the top stock salesman before the hotel was opened in early 1927.

In 1933, he was one of the charter members of the Tracy Rotary Club. He served as club president in 1945-46. He also helped found the Tracy Executive Club, which brought speakers to Tracy, and served as its first president.

At the beginning of World War II, Mr. Ritter was chairman of the drive to raise funds for the USO. He also served on the ration board and he headed several War Bond drives.

Long active in the Tracy Chamber of Commerce, he served as Chamber president in 1948. He was also active in Tracy Frontier Days and was one of Tracy's top bowlers for several decades.

In late 1945, he joined with the late Dr. J. Frank Doughty, George Clever and J. Kingsley Chadeayne to form a nucleus of a group working toward the establishment of a hospital in Tracy.

Mr. Ritter was chairman of the campaign that raised $263,875 in 1946 and 1947. When bids for the hospital's construction were received, they totaled $362,582, so Ritter headed a second drive that raised an additional $156,000 for a total of $420,000.

After the hospital was opened in December 1949, Mr. Ritter continued as a member of the board of directors.

In 1953, he became involved in another major community project, when newly elected City Councilman Manuel Rico asked him to head a committee to study the feasibility of establishing a council-manager form of government for Tracy. Since Tracy was incorporated in 1910, members of the council had dealt directly with city employees with each councilman having a specific sphere of control.

The committee, which worked with Tracy Jaycees and consultants from the University of California, Berkeley, recommended the council-manager system, and in April 1954, Tracy voters overwhelmingly approved its implementation.

In carrying out community projects and in conversations over the counter of the insurance office, Mr. Ritter was known for his strongly held views on issues affecting Tracy and the world.

Mr. Ritter is survived by his wife, Margaret Ritter of Tracy; two sons, Norman Ritter of Kennebunk Beach, Maine, and Peter S. Ritter of Tracy; and daughter, Joy Freschi of Villa Park. A third son, Paul Ritter, preceded him in death.

Also surviving are six grandchildren, Cindy Ritter of Boston, Mass., Gordon Ritter, a student at Princeton University, Paul Ritter and Kimberly Marcucci, both of Tracy, and Paula Freschi and Lisa Freschi, both of Villa Park; and a great-grandson, Gian Marcucci of Tracy.

Mr. Ritter's brother, the late Ovid H. Ritter, had served as executive vice president and controller of the University of the Pacific before retiring in 1953.

The family has asked that memorials be made in the form of contributions to the Stockton Unity Church, Poplar and Commerce streets, Stockton, or to Tracy Community Memorial Hospital.

About...

Saving fire victim

(Continued from page 1)

m, a Cambodian couple designated "house par- the home. They are li- upervisors and act in acity when the Simses present. Valerie Sims church and Bill Sims king outside of Tracy e of the mishap.

ig Som rushed the cupants out of the Fire Department and Tracy 911 paramedics, and helped the victim to the ground.

It was the first mishap involving a resident of the home since it opened 2½ years ago, Valerie Sims said. She believed the fire "exploded" on Bleak because "the lighter may have leaked in his pocket earlier."

legislature and President Reagan commend the pair.

At least one local service organization, the Tracy Exchange Club, is planning an award.

"The thing that I want the public to know is that people who have learning disabilities are able to save a person's life," Anastasio said. "You

"He would have done the same thing for me," Rodriguez said.

Beause the home is licensed by the state, staff members of Valley Mountain Regional Center in Stockton have been investigating the accident. Bleak's caseworker, Mike Green, was



Wednesday, June 29, 1983

Support group fo

A support group for single rents will meet Friday morn- beginning July 8 at the ommunity Action Agency, racy Service Center at 732 entral.

The new group, which will eet from 9 to 11 a.m., is open all persons interested in im-roving their relationships with their children or gran as well as improving a relationships.

Esta Bowen will c the group and will u manistic approach. Th the group will be har one's life-style envi Persons may call 836 further information.

Farmers Market oper here this morning

The paved parking lot at ighth and Central will come live again this morning with rmers selling fresh fruits and egetables from the back of ucks and at stands to Tracy hoppers.

The Farmers Market will pen for its third year in Tracy, perating each Wednesday rom 7 a.m. to noon under the uspices of the Stockton Farm-rs Market Association.

Some 15 growers are ex-pected to be here this morning or the 1983 Farmers Market debut in Tracy. Apricots, peaches, necatrines, oranges, greens and onions are the crops to be harve the market, according Pyle, market manager Stockton Farmers Mark ciation.

The association ope market year around i town Stockton and op market in Lodi May 26 ond market in Stockton- berstown Mall in th area—will open July said.

The Tracy market sored by the Downto provement District.

The Mart
MEN'S

Mike: I've got at least some of the answers for you.

Tracy Ballpark: The Tracy Ballpark property was acquired by the city of Tracy at the end of 1945 or early 1946. C.E. "Pete" and Margaret Ritter donated 10.6 acres of land for the ballpark. The diamond was shaped and lights installed by PG&E in spring of 1946. Before World War II, the city ballpark was located where the Civic Center is now. But the Wainwright Village housing project took up that land at the start of the war. The first games were delayed two weeks in May in order to get the lights working. Finally, at the new ballpark, described as being "out at the end of Bessie Avenue," the first games were played May 26, 1946. One story noted that the Tracy Lions Club helped develop the ballpark. I haven't found any information about that, but I'll keep looking. This was a time of a lot of changes in Tracy. World War II had just ended (in August 1945), Heinz had just opened up and people were pouring into Tracy to build the Central Valley Project. And, of course, the railroad was going full steam (literally). George DeLap, who still lives in Tracy, signed up the first softball teams as secretary of the Tracy Softball League. A and B fast-pitch leagues were started. In those days, softball was not only a big participant sport, but also drew big crowds, especially for "A" League games involving Hill's Sporting Goods, Banta Signal Oil and the VFW. Herb Freeborough, retired mailman, was the first announcer-scorekeeper.

El Pescadero Park: In 1963, the City Council learned that the U.S. Housing Act of 1946 contained some funds for open-space grants. Knowing Tracy needed some additional park land (Dr. Powers Park had just been completed), decided to apply for a grant. The city ID'd property on the north side of Grant Line Road as the site -- 14.2 acres. The owner.

Ballpark proposal gives honor where it's due



TRACING TRACY TERRITORY
SAM MATTHEWS

In November 1944, C.E. "Pete" and Margaret Ritter donated 10.3 acres to the city of Tracy for a ballpark.

Now, 72 years later, the Ritters, although both deceased, are close to being recognized for their gift. The ballpark across Bessie Avenue from 23rd Street may soon be named for them.

Tracy Friends for Parks and Recreation, a nonprofit organization, is asking the city that the Ritter name be applied to the park, which since its opening in 1945 has been named the Tracy Ballpark.

An ad hoc committee from the support organization, composed of Chuck Tuso and Louie Serrato, plans to appear before an upcoming meeting of the City Parks and Community Services Commission to seek its support.

"Donating more than 10 acres of land for the ballpark was a generous gift from the Ritter family, and it's long past due that the family be recognized," Tuso said.

Serrato added that as long as there was only one ballpark in Tracy, there was no confusion over it as a venue for softball and baseball games.

"Now, though, with the addition of the Tracy Sports Complex on West 11th Street and the development of Legacy Fields, giving a name specific name to the Tracy Ballpark will help identify it," he said.

It's no surprise that Paul Ritter, grandson of Pete and Margaret Ritter, strongly supports the naming of the ballpark for the Ritter family.

"Our family became interested in the history of the ballpark a few years ago when the city unsuccessfully wanted to turn it into a housing complex," he said. "We found the deed that said the property was transferred to city ownership on Nov. 29, 1944. That confirmed a verbal agreement by my grandparents to give the land to the city for a ballpark."

Ritter said World War II was entering its final stages in late 1944, and they knew veterans would be returning and the city needed a ballpark for softball and baseball games.

A few years before the U.S. had entered the war, in December 1941, a city ballpark was built on land donated by the Grunauer family (Abe Grunauer was Tracy's first mayor).

In 1942, after the Quartermaster Depot was opened and Southern Pacific activity greatly increased by wartime troop and supply shipments, homes were needed for families of workers at the depot and railroad. The ballpark was demolished to make way for Wainwright Village's 400 units of housing.

After the war in 1945, city crews and volunteer labor created the single diamond and set up bleachers, and the Tracy Ballpark became, along with the Tracy Plunge, one of the centers of recreation activity in Tracy for several decades.

In 1994, the main diamond was named George Albano Field in honor of a onetime baseball and basketball standout who coached baseball and youth basketball teams despite being a paraplegic from an automobile accident.

Brian McDonald, the city's recently named director of parks and community services, said the baseball field would continue to be named for Albano, even if the ballpark were to take on the Ritter name.



M. RITTER



PETE RITTER

He said the city has a procedure for renaming recreation facilities. A written request to rename the ballpark would have to be submitted to him and be accompanied by information outlining reasons for the renaming, buttressed by letters and any documents of support.

The recreation staff would then forward the request to the Parks and Community Services Commission for consideration, including a public hearing.

"If approved, the commission would recommend the renaming to the City Council, which would take final action," McDonald said. "The history of community service of the person or family to be honored would be an important consideration."

In the Ritter family's case, that should be no problem. Not only did Pete and Margaret Ritter donate the 10.3 acres to the city, but Pete Ritter, who was active in developing Parker Acres between Eaton Avenue and Grant Line Road, was one of Tracy's most active citizens from the 1920s and through the 1950s.

In 1926, he was a leader in establishing the Tracy Hotel Corp., which sold stock to local residents to finance construction of the Tracy Inn. Later, in 1942 during World War II, he headed the USO drive to create a Servicemen's Club in the old Central School building.

Following the war, Ritter was chairman of two fundraising campaigns to finance Tracy Community Memorial Hospital (now Sutter Tracy Community Hospital), which was opened in 1948.

In the mid-1950s, he headed a citizens committee to examine the pros and cons of bringing the council-manager form of government to Tracy. The committee recommended the change to bring better management to the city, and in 1954, Tracy voters approved the change. Tracy's first city manager was soon hired.

BALLPARK, CONTINUED ON NEXT PAGE

BALLPARK CONTINUED FROM PAGE 14

In the meantime, his wife, Margaret, presented dramatic readings to local organizations and was one of the founders of Tracy Community Players, the little-theater group.

If any Tracyites want to support the renaming of the Tracy Ballpark in the Ritter family's name, they should contact McDonald at City Hall: by phone at 831-6200, by fax at 831-6218, by email at parks@cityoftracy.org, or by mail at Department of Parks and Community Services, 333 Civic Center Plaza, Tracy, CA 95376.

■ *Sam Matthews, Tracy Press publisher emeritus, can be reached at 830-4234 or by email at shm@tracypress.com.*

ranch. His wife and granddaughter were injured but survived.

Tracy Police Department is increasing its pressure on gang activity in Tracy. Most of the members of five Tracy gangs are young, according to officers.

The Altamont Rail Coalition is beginning negotiations with the Union Pacific to use its tracks for

supervisors.

Ron VanderMeer established a new shot put record of 49 feet, 9½ inches at the annual Tracy Junior Olympics at Peter B. Kyne Field. Wins by three Mizunos — Brian, Clark and Gordon — gave

TALES, CONTINUED ON NEXT PAGE

RESOLUTION 2000-502

AMENDING CITY COUNCIL POLICY G-13, NAMING PUBLIC PARKS AND RECREATION FACILITIES

WHEREAS, The City of Tracy will be developing new parks and recreation facilities, and

WHEREAS, The Parks and Community Services Commission discussed the need to amend Council Policy G-13 to include additional criteria; and

WHEREAS, An amendment to Council Policy G-13 was discussed, approved and recommended to City Council,

NOW, THEREFORE, BE IT RESOLVED That the Tracy City Council adopt the attached amended Council Policy G-13, Naming Public Parks and Recreation Facilities as recommended by the Parks and Community Services Commission.

****

The foregoing Resolution 2000-502 was adopted by the Tracy City Council on the 5th day of December, 2000, by the following vote:

AYES: COUNCIL MEMBERS: IVES, TOLBERT, TUCKER, BILBREY

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: MATTHEWS

ABSTAIN: COUNCIL MEMBERS: NONE

Dan Bilbrey
Mayor

ATTEST:

Sharon Smith
City Clerk

CITY OF TRACY

COUNCIL POLICY - G-13

SUBJECT: NAMING PUBLIC PARKS AND RECREATION FACILITIES

AUTHORIZATION: RESOLUTION 89-121

EFFECTIVE DATE: MARCH 21, 1989

RESPONSIBILITY: PARKS AND COMMUNITY SERVICES COMMISSION

1. When named for an individual family or person, strong consideration should be given to:

   A. the level of involvement and commitment to the Tracy community over a span of years that are sufficient for accomplishments and contributions to have taken place;
   B. individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multi-cultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment [i.e. voluntary];
   C. the local significance and relationship of this individual or family to the City of Tracy or to the parks and recreation system or programs.

2. Park names should reflect both the current and past heritage and historical significance of the community that is now served. Strong consideration should be given to:

   A. maintaining park names that represent the current and past cultural diversity of the community;
   B. any relevant California history that is part of the Tracy community, such as the period covered by the Spanish land grants, Indian tribal history, etc.

3. Park names should reflect the geographical significance of the park site's topography or other natural amenities that exist in or near the park property. Strong consideration should be given to:

   A. vistas and view corridors;
   B. native plants or trees;
   C. adjacencies to creeks, streams, open space, hills.

4. Park names should reflect the functionality of the park or facility that simply states its purpose without further description, especially when a specialized facility may be a part of the park such as sports fields, etc. Special features of the park should be considered in the park name.

5. Consideration should also be given to park names that reflect the geographic location or adjacencies to other city facilities or schools in order to avoid confusion about the geographic location of the park.

6. If a park or recreation facility or park improvement is acquired or constructed by means of a substantial gift, contribution or donation by an individual, family or corporation, consideration should be given to recognizing the contribution by incorporating naming the park or facility after the benefactor.

PROCEDURE:

1. The Parks and Community Services Commission will generally follow a process for naming parks and facilities that includes:

   A. review and evaluation of requests submitted by residents and other interested groups such as the West Side Pioneers, Chamber of Commerce, etc. by the standing sub-committee;
   B. the sub-committee will bring forth screened, evaluated and priortized selections to the full Commission for authorization to forward to City Council for final approval.

2. Depending on the special nature, size or location of a park, the Commission may also consider the following ideas for park naming:

   A. development of a community-based naming process such as a contest;
   B. receive input from an adjacent homeowner's association;
   C. receive input from future facility user group as identified through design process.

RESOLUTION _____

APPROVING THE RENAMING OF THE TRACY BALL PARK TO RITTER FAMILY BALL PARK

WHEREAS, The City owns approximately 10.6 acres of land, located at 2100 North Tracy Boulevard, known as the Tracy Ball Park, and

WHEREAS, The City Parks and Recreation Department received a single request from the Tracy Friends for Parks Recreation and Community Services Foundation to rename the Tracy Ball Park to Ritter Family Ball Park, and

WHEREAS, The request meets criteria outlined in the City of Tracy's Council Policy G-13 for Naming Public Buildings, Parks and Facilities, and

WHEREAS, The Parks and Community Services Commission reviewed the request and made a formal recommendation to Council for the approval of the renaming of the Tracy Ball Park to Ritter Family Ball Park at its regular meeting on August 2, 2018, and

WHEREAS, Tracy Ball Park Renovation CIP 78053 currently has sufficient funding to cover the estimated costs associated with installation of a new sign, and

WHEREAS, Staff recommends the City Council consider the recommendation by the Parks and Community Services Commission;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby approves the renaming of the Tracy Ball Park to the Ritter Family Ball Park.

* * * * * * * * * * * * *

The foregoing Resolution 2018-____ was passed and adopted by the City Council of the City of Tracy on the 18th day of September, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 4

REQUEST

CONSIDER STAFF'S RECOMMENDATION FOR AWARD OF MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) RECONNECTING OUR YOUTH (ROY) GRANT PROGRAM FUNDS FOR FISCAL YEAR 2018-2019 AND APPROVE THE FUNDING AGREEMENTS FOR THE PROGRAM, AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS, AND APPOINT TWO COUNCIL MEMBERS TO SERVE ON AN AD HOC SUBCOMMITTEE TO WORK WITH THE CITY STAFF TO UPDATE THE MCYSN GOALS AND OBJECTIVES FOR FISCAL YEAR 2019-2020

EXECUTIVE SUMMARY

The City of Tracy's Mayor's Community Youth Support Network has reached its tenth year of programming, serving thousands of local youth through prevention, intervention and crisis suppression services offered in partnership with local non-profits. The MCYSN ROY Grant Program is a matching grant program that helps fund the aforementioned youth services, and is budgeted pending appropriation and approval by the City Council.

Staff is requesting that Council consider and approve the recommendations from the MCYSN ROY Grant Scoring Committee, and award grant funding in the total amount of $175,000 to five local non-profits to support youth programs in Tracy. In addition, staff is requesting that the Council appoint two members to serve on an ad hoc committee to provide input on the development of new MCYSN goals and objectives for FY 2019-2020.

DISCUSSION

ROY Grant Award Recommendations

This February, the City of Tracy's Mayor's Community Youth Support Network (MCYSN) marked its 10th year of programming. The MCYSN ROY Grant Program aims at supporting local programs that develop skills and competencies resulting in healthy and thriving youth and families. MCYSN's approach is to prevent and intervene on issues of youth violence via a network of community service providers.

The MCYSN ROY Grant application for FY 2018-19 was made available on June 29, 2018. A mandatory pre-submittal conference was held on July 12, 2018, and the grant application deadline was July 27, 2018. Eligible service areas for the ROY grant include: youth outreach and education; substance abuse prevention and intervention; bullying prevention (physical, verbal, cyber); alternative after school and evening activities; gang prevention and intervention services; family or individual youth case management; behavioral health services (prevention and intervention). MCYSN ROY Grant contracts may be funded up to $50,000, but may not exceed a $50,000 contract total. The term of the FY 2018-19 contracts is from October 1, 2018 through June 30, 2019.

Funding recommendations for the MCYSN ROY Grant are made by an external review committee. Staff held the MCYSN ROY Grant Scoring Committee meeting on August 15, 2018. The scoring committee consisted of 1 Parks Commissioner, 1 Youth Advisory Commissioner, 1 representative from Tracy Unified School District, and 1 representative from the Notre Dame de Namur University (NDNU) – Tracy Campus office. The fifth committee member was unable to meet the commitment on the day of the scoring meeting. The scoring committee weighed each application on the following criteria:

1) The strategy of strengthening and expanding the City's partnerships and service collaborations in providing youth and/or family services.

2) The applicant's past and current experience, expertise, reliability, and capacity in operating high quality, cost-effective programs for youth and/or families exhibiting high risk behaviors including those associated with behavioral health.

3) The development of realistic and measurable client outcomes.

4) The applicant's understanding and history of the City's Mayor's Community Youth Support Network Program, and at-risk youth service needs in the community.

5) Proper completion and submittal of all required proposal documents outlined in the RFQ.

6) Staff planning and staffing qualifications.

7) Method(s) of evaluating program fidelity.

8) Cost proposal.

The City received 6 eligible applications for the MCYSN ROY Grant, which are summarized in Attachment "A." After careful review and discussion, the MCYSN Grant Scoring Committee made the following funding recommendations:

Organization	Amount Requested by Applicant	Amount Recommended by MCYSN Scoring Committee	Total Score out of 400
Boys and Girls Club of Tracy – SMART Moves and SMART Girls Program	$50,000	$38,000	363
Give Every Child a Chance – After School Tutoring Program	$40,000	$35,000	360

Organization	Amount Requested by Applicant	Amount Recommended by MCYSN Scoring Committee	Total Score out of 400
UNeed2, Inc. – Youth and Family Technology Center.	$50,000	$35,000	359
Diamonds in the Rough – Youth Outreach Program	$50,000	$0	211
Tracy Chamber of Commerce – Hire Me First Program	$50,000	$40,000	354
Restoration Center – Tutoring, Youth Sports Camp, and Parent Project Workshop	$31,350	$27,000	299
TOTAL	$221,350	$175,000	

The MCYSN Grant Scoring Committee denied funding for Diamonds in the Rough – Youth Outreach Program because there were missing materials and information from the application packet, and the business plan needed further refinement. The scoring committee recommended that Diamonds in the Rough engage with other local non-profits to gather insight and best practices on developing youth programs in Tracy.

Staff is requesting that Council consider and approve the recommendations from the MCYSN ROY Grant Scoring Committee, and to award grant funding in the total amount of $175,000 to the five local non-profits listed above to support youth programs in Tracy.

Ad Hoc Committee

During the February 6, 2018 regular City Council meeting, Council directed staff to return with a report to revisit the MCYSN program goals and objectives, and the ROY Grant application and award process. Staff recommends that the City Council establish an ad hoc subcommittee to gather community input on the MCYSN reassessment strategy, goals and objectives, and appoint two members of the City Council to work with the City staff with the intent of presenting the findings and recommendations from the ad hoc committee to Council in the spring of 2019.

Other ad hoc committee members may include: representatives from Tracy Unified and Jefferson Unified School Districts (administrators, teachers, counselors, students), San Joaquin County Probation Office, Tracy Police Department, Parks and Community

Services Commission, Youth Advisory Commission, youth involved in the Bulldog or Jaguar Anti-Bullying Project, parent-teacher association representatives, local non-profit representatives, etc.

STRATEGIC PRIORITY

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

Quality of Life Strategy

Goal 2: Promote public health, safety and community welfare throughout the community.

FISCAL IMPACT

The MCYSN program budget has been allocated and approved as part of the Fiscal Year 2017-19 budget.

RECOMMENDATION

That the City Council consider staff's recommendation for award of MCYSN ROY Grant Program funds for FY 2018-19, approve the funding agreements for the program, and authorize the City Manager to execute funding agreements for the program, and appoint two Council members to serve on an ad hoc subcommittee to work with the City staff to update the MCYSN goals and objectives for FY 2019-2020.

Prepared by: Vanessa Carrera, Public Information Officer

Reviewed by: Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENT

Attachment "A" - Summary of MCYSN ROY Grant Scoring Committee funding recommendations and comments.

Attachment "B" - MCYSN ROY Grant, Scoring Sheet Template

ATTACHMENT "A"

MCYSN ROY Grant Scoring Committee Funding Recommendations – Cycle 11

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Boys and Girls Club of Tracy	Smart Moves and Smart Girls Programs	140	$50,000	$38,000	• Reliable, known organization. • Outcomes of programs are strong. • Culturally diverse staff. • Parent/student evaluation, uses Comet database for pre/post tests records. • Budget is organized and easy to understand. • Program is on 10 week cycles, should consider lengthening program. • Needed more Tracy demographics & geographical data in proposal.
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
Diamonds in the Rough	Diamonds in the Rough Youth Outreach	N/A	$50,000	Application Denied	• Commended applicant's passion and wiliness to provide youth programs. Grant application was not approved because of the following: • Three application packets were not included (City requires 6). • Program director counseling credentials and resume missing. • Volunteer resumes and org chart missing. • Program timeline was not detailed. • Business plan needed to be more refined. • Scoring committee recommends that the applicant engage with other non-profits in the community for best practices on developing youth programs.

ATTACHMENT "A"

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Give Every Child A Chance	Free after school mentor/tutoring program	70 - 100	$40,000	$35,000	• 21 years of service, established organization. • Staff is experienced. • Services offered at local school sites. • Expanded services to Tracy Family Resource Center. • Tutors speak different languages. • Assists low income families, and any students with falling grades. • Program goals should be higher. • Should work on refining tutor curriculum. • Organization should focus on helping students become more independent. • Communication between parent, child, and tutor is a plus.
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
Restoration Center	Intervention, Prevention, and Outreach Program (after school tutoring, youth sports camp, Parent Project workshop)	400	$31,350	$27,000	• Director of organization has 20+ years of experience working with youth. • Students are referred to program from teacher or counselor. • Tutoring offered at Kimball High School. • Reg. meetings with parents and counselors • Full year program. • Reaching 400 students with 3 tutors is a stretch. • Sports Camp should run more than twice a year to be more impactful. • No training mentioned for volunteers and how to be culturally competent

ATTACHMENT "A"

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Tracy Chamber of Commerce	Hire Me First Program	1,790	$50,000	$40,000	• Long standing program with success rate. • Student participants continue to increase. • Strong connection with business community. • Preparing juniors and seniors for workforce. • Program should consider targeting at-risk youth. • Offer programs in other locations in Tracy. • Admire the amount of work 3 employees do across a large number of students. • Collaborate with other non-profits
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
Uneed2, Inc.	Youth and Family Technology Center	100	$50,000	$35,000	• Program mission and vision is unique and positive. • Provide technical training and internships to students. • Serving community since 2011. • Fee waived for homeless youth. • Certify kids and adults in computers and computer safety. • They should elaborate on how they target at-risk youth. • Instructors could use more experience in technology. • Works with EDD & WorkNet. • Organization gives refurbished computers to low income households. • Follow-up with students after they're done.

MCYSN Cycle XI (11) -Evaluation Criteria Score Sheet

Service Provider Name: Name of Reviewer:

Criteria	Notes	Score (20 pt. max)
Organizational Experience & Reliability: • *Experience providing services to high-risk youth* • *List of current and recent contracts* • *Description of outcomes* • *Financial capacity* • *Client recordkeeping system* • *Current year organization budget/audited financial statements* • *Reference sheet*		
Program Design: • *Describe community's need for services, including local data* • *Describe target population & geography; numbers to be served* • *Describe ending based program model* • *Describe activities & dosage* • *Describe how program will be cultural competent* • *Describe how program will collaborate and communicate with City of Tracy* • *Provide detailed timeline*		

SAMPLE

MCYSN Cycle XI (11) -Evaluation Criteria Score Sheet

Staffing Plan & Qualifications: • *Provide staffing plan, Include titles, number of full time employees, qualifications* • *Justify number, full time employees and types of positions, including job expectations* • *Describe how project will include staff/volunteers with experiences similar to target populations* • *Attached: Organization chart* • *Attached: Resumes* • *Attached: Job descriptions*		
Program Evaluation: • *List expected outcomes* • *Describe how program will measure outcomes, including validated measurement tools* • *Describe how program will track activities, participants, units of service* • *Describe data system*		
Cost Proposal: • *Attached: Line item budget* • *Includes all costs to be reimbursed* • *Indirect costs, overhead*		
Overall comments about program:		

SAMPLE

RESOLUTION

AWARDING OF MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) RECONNECTING OUR YOUTH (ROY) GRANT PROGRAM FUNDS FOR FISCAL YEAR 2018-2019

WHEREAS, The MCYSN ROY Grant Program is a matching grant program that helps fund local youth services, and is budgeted pending appropriation and approval by the City Council, and

WHEREAS, The City of Tracy received six eligible grant applications, and an external grant scoring committee reviewed the applications and recommended that five be funded based on the MCYSN ROY Grant scoring criteria, for a total award amount of $175,000, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy does hereby award MCYSN ROY grant funding to the following awardees:

ORGANIZATION	AWARD AMOUNT
Boys and Girls Club of Tracy	$38,000
Give Every Child a Chance	$35,000
UNeed2, Inc.	$35,000
Tracy Chamber of Commerce – Hire Me First	$40,000
Restoration Center	$27,000
Total Funding Award	$175,000

BE IT FURTHER RESOLVED, That the City Manager is authorized and directed to sign MCYSN ROY Grant funding agreements on behalf of the City.

* * * * * * * * * * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 18th day of September, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 5

REQUEST

RECEIVE AND FILE ESTIMATED TOTALS FOR THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2018 AND ADOPT THE RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO INCLUDE APPROPRIATIONS FOR THE ADDITION OF TWENTY-ONE POSITIONS AND DELETION OF FOUR POSITIONS FROM THE POSITION CONTROL ROSTER

EXECUTIVE SUMMARY

The City Council adopted the original biennial budget for FY 2017-2019 on June 20, 2017. As part of a continuing budget review and amendment process, staff has presented the estimated totals and fund balance for the General Fund as of June 30, 2018.

In addition, staff is proposing amendments for City Council consideration of FY 2018-2019 budget. The proposed adjustments include the addition of twenty-one (21) full-time-equivalent positons (FTE) and the deletion of four (4) full-time equivalent positions to support the mission of the organization. Other amendments, including the costs of the approved employee contracts, are proposed in the amended FY 2018-2019 budget.

DISCUSSION

On June 20, 2017, the City Council approved the City of Tracy's biennial operating budget covering Fiscal Years 2017-18 and 2018-19. Biennial budgeting refers to the practice of developing a budget every two years. Under biennial budgeting, the City of Tracy continues to operate on a July-June annual fiscal year. As part of the biennial budget, staff is returning with a mid-budget update on both the close of fiscal year ending June 30, 2018 and proposed amendments related to staffing requests for consideration in FY 2018-2019.

Staffing Considerations:

City Administration, Finance, Human Resources and Parks: The following departments have evaluated the needs of their departments to meet service level expectations of the City. Combined, these departments are asking for funding of six positions. They have mitigated the costs by deleting four funded positions and 1 FTE equivalent of part-time hours. The increase nets to an actual increase of 1 FTE.

The most notable change is the elimination of a Department Head position and the reallocation of funds to add a second Assistant City Manager position. The reorganization was prompted by the City's rapid and continued expansion and the

resulting increase in demand and expectations from both internal and external customers. An organizational evaluation identified concerns with span of control and a lack of clarity with regard to defined authorities and responsibilities between departments. The addition of a second Assistant City Manager position will allow for City services to be segmented into two branches; Operations and Business Services. The Operations Branch would most likely include most divisions currently housed within Development Services, Parks & Recreation, Public Works, and Utilities. The Business Services Branch would include City Clerk's Office, Cultural Arts, Economic Development, Finance, Human Resources, Information Technology and Public Affairs. Public Safety will remain direct reporting to the City Manager. The organizational structure is utilized in many cities and other governmental entities.

1. Assistant City Manager (City Manager): replaces one Department Head position
2. Media Services Supervisor (City Manager): replaces Media Services Coordinator
3. Administrative Assistant I (Finance): replaces part-time budgeted hours
4. Human Resources Analyst II (HR): replaces Safety Coordinator
5. Airport Manager (Parks): replaces Airport Coordinator
6. Administrative Assistant II (City Clerk): new position

Development Services: Development of the City continues, and in order to maintain service levels expected by the community, additional positions are required. Currently, the Development Services Department uses outside consultant services to perform design, plan checking and construction inspection of existing and new developments including modification of existing City parks. The department has proposed to reduce the professional services budget allocation to provide funding for the addition of the following positions. There is no increase in appropriation with this request.

1. Associate Civil Engineer
2. Engineering Technician
3. Construction Inspector
4. Landscape Architect
5. Planning Technician

Fire Services: The Fire Department is requesting three positions to be added to the Community Risk Reduction division (previously known as Fire Prevention). In FY 2018, the functions of Fire Inspections moved to the Fire Department, however, the division was still receiving support from the Development Services Department during the transition. In addition, some plan check and inspections services were provided by outside consultants. The Fire Department is requesting positions that will allow them to perform these functions with City staff. The costs of these positions will be partially

mitigated from collection of fees and through some reductions in professional services budget allocation.

1. Fire Inspector
2. Plans Examiner
3. Permit Technician

Public Works: The Public Works Department is requesting four positions. The department is requesting two positions to respond to illegal dumping, shopping cart clean-up, and other refuse related issues within the City. Two other positions will be used to support street, sidewalk and park maintenance. Of the three positions, only 50% will be funded from the General Fund and 1FTE will be funded from Measure V.

1. Senior Maintenance Worker: Solid Waste
2. Maintenance Worker II: Solid Waste
3. Senior Maintenance Worker-Parks Division: Measure V
4. Maintenance Worker II-Streets/Sidewalk Division: 50% General Fund/ 50%Gas Tax

Utilities: The Utilities Department is seeking three positions at the treatment plants. These will provide maintenance, safety oversight, and support for upcoming plant improvements. The department is mitigating some of the costs of these projects through reductions in part-time hours and professional services budget allocation.

1. Associate Engineer: Wastewater
2. Administrative Technician (Safety Compliance): 40% Water/ 60% Wastewater
3. Maintenance Worker II: 40% Water/ 60% Wastewater

Attachment A provides the estimated costs for these positions. The General Fund impact was mitigated wherever feasible with deletions of other positions, reduced professional services budgets, or increased collection of fees associated with the services provided.

Below is the summary of the FY 2017-2018 General Fund unaudited actuals and the estimated fund balance as of June 30, 2018. Some further adjustments may occur during the closing of the fiscal year. Please see attachment B for the five year General Fund forecast trend including the amended budget for FY 2018-2019.

Revenues:

REVENUE	Actual 2015	Actual 2016	Actual 2017	Sum of 2018	BUDGET 2019
PROPERTY TAX	$ (17,593,296)	$ (19,876,737)	$ (20,641,833)	$ (21,695,380)	$ (22,649,753)
SALES TAX	$ (24,279,575)	$ (24,371,003)	$ (23,290,667)	$ (27,845,929)	$ (31,045,499)
OTHER TAXES	$ (2,210,206)	$ (2,068,834)	$ (2,240,831)	$ (1,905,464)	$ (2,219,154)
LICENSES AND PERMITS	$ (2,858,246)	$ (2,940,002)	$ (2,980,580)	$ (2,882,935)	$ (2,968,300)
FINES AND FORFEITURES	$ (195,891)	$ (237,437)	$ (198,176)	$ (210,042)	$ (204,870)
OTHER REVENUES	$ (8,384,240)	$ (11,394,647)	$ (15,710,647)	$ (18,179,050)	$ (13,596,946)
REVENUES FROM OTHER AGENCIES	$ (1,723,451)	$ (1,623,066)	$ (1,433,842)	$ (1,490,454)	$ (1,250,370)
Grand Total	**$ (57,244,905)**	**$ (62,511,725)**	**$ (66,496,576)**	**$ (74,209,255)**	**$ (73,934,893)**

***2018 Unaudited**

Expenditures:

EXPENSE	Actual 2015	Actual 2016	Actual 2017	Sum of 2018	Budget 2019
DEVELOPMENT SERVICES-ECON	$ 383,330	$ 581,641	$ 625,749	$ 763,390	$ 821,383
CITY ATTORNEY'S OFFICE	$ 785,280	$ 809,676	$ 750,592	$ 919,389	$ 1,136,299
CITY COUNCIL	$ 132,231	$ 162,632	$ 225,841	$ 205,853	$ 258,708
CITY MANAGER'S OFFICE	$ 3,399,849	$ 3,293,297	$ 4,199,618	$ 4,114,951	$ 4,628,421
HUMAN RESOURCES	$ 738,456	$ 856,729	$ 973,849	$ 1,317,605	$ 1,475,687
FINANCE	$ 3,121,647	$ 3,429,306	$ 4,449,061	$ 4,093,248	$ 4,576,305
NON-DEPARTMENTAL	$ 757,445	$ 719,081	$ 861,455	$ 387,616	$ 424,404
POLICE DEPARTMENT	$ 20,951,673	$ 23,107,210	$ 24,238,643	$ 26,277,823	$ 27,042,711
FIRE	$ 9,750,208	$ 11,019,440	$ 11,946,947	$ 12,675,805	$ 14,231,502
DEVELOPMENT SERVICES	$ 545,186	$ 615,886	$ 882,145	$ 988,532	$ 1,070,679
PUBLIC WORKS DEPARTMENT	$ 4,176,338	$ 3,878,390	$ 5,098,425	$ 5,686,035	$ 5,835,967
UTILITIES DEPARTMENT	$ (111,896)	$ 396,758	$ 547,886	$ 345,036	$ 348,587
PARK & RECREATION	$ 1,607,372	$ 1,658,603	$ 2,286,981	$ 2,672,768	$ 2,782,878
CAPITAL	$ 114,007	$ 544,690	$ 453,978	$ 662,877	$ 10,618
DEBT SERVICE	$ 331,832	$ 4,526,273	$ 63,279	$ 68,552	$ 68,552
TRANSFERS OUT (GENFD)	$ 9,722,600	$ 4,018,107	$ 9,332,745	$ 8,394,510	$ 3,412,400
MEASURE V	$ -	$ -	$ 1,911,509	$ 8,339,000	$ 8,409,000
Grand Total	**$ 56,405,557**	**$ 59,617,720**	**$ 68,848,702**	**$ 77,912,988**	**$ 76,534,099**

***2018 Unaudited**

STRATEGIC PLAN

This agenda item supports the city Governance Strategy and Business Plan, and specifically implements the Strategy of develop and organization that attracts, motivates, develops and retains a high quality, engaged, informed and high-performing workplace.

FISCAL IMPACT

Staff is proposing adding twenty-one positions to the position control roster and deleting four. Attachment A provides the fiscal impacts to both the General Fund, $265,942; and to other funds, $1,140,419. Attachment B provides the amended General Fund expense and revenue budget for FY 2018-2019, which includes the additions to the position

control roster proposed, and the approved employee contracts for the City. There are sufficient funds available for this request.

RECOMMENDATION

The City Council, by resolution, authorizes the Budget Officer to amend the adopted FY 2018-2019 budget to reflect the addition of twenty-one positions and the deletion of four positions on the position control roster.

Prepared by: Thomas Hedegard, Budget Officer
Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Staffing Adjustments
Attachment B – General Fund Over 5-Years

STAFFING ADJUSTMENTS

	FY 2018-2019	Salary/ Benefits	Estimated Overtime	On-going Annual	Cost Mitigation	Misc. Startup Costs	Vehicles	One-Time Increase	General Fund	Other Fund
	Development Services									
1	Construction Inspector	$ 134,033		$ 134,033						$ 134,033
2	Associate Civil Engineer	$ 158,220		$ 158,220						$ 158,220
3	Landscape Architect	$ 157,626		$ 157,626						$ 157,626
4	Engineering Technician	$ 108,549		$ 108,549						$ 108,549
5	Planning Technician	$ 108,549		$ 108,549						$ 108,549
	Reduction in OT/ Professional Services				$ (666,977)					$ (666,977)
	Fire Services									
6	Fire Inspector	$ 117,810	$ 12,880	$ 130,690		$ 15,000	$ 75,000	$ 90,000	$ 158,897	$ 61,793
7	Plans Examiner	$ 126,000	$ 12,880	$ 138,880				$ -	$ 99,994	$ 38,886
8	Permit Technician	$ 115,965	$ 9,277	$ 125,242				$ -	$ 90,174	$ 35,068
	Inspection and Plan Check Fees				$ (400,000)				$ (288,000)	$ (112,000)
	City Managers Office									
9	Assistant City Manager	$ 268,983		$ 268,983					$ 268,983	
10	Admin Assistant II (city clerk)	$ 89,520		$ 89,520					$ 58,188	$ 31,332
11	Media Services Supervisor	$ 123,048		$ 123,048					$ 79,981	$ 43,067
	Media Services Coordinator	$ (101,538)		$ (101,538)					$ (66,000)	$ (35,538)
	Department Director	$ (245,661)		$ (245,661)					$ (245,661)	
	Finance									
12	Admin Assistant I	$ 89,520		$ 89,520					$ 58,188	$ 31,332
	Part-time hours	$ (89,520)		$ (89,520)					$ (58,188)	$ (31,332)
	Human Resources									
13	HR Analyst II	$ 152,370		$ 152,370					$ 99,041	$ 53,330
	Safety Coordinator	$ (133,340)		$ (133,340)					$ (86,671)	$ (46,669)
	Park Services									
14	Airport Manager	$ 133,340		$ 133,340						$ 133,340
	Airport Coordinator	$ (107,310)		$ (107,310)						$ (107,310)
	Public Works									
15	Maintenance Worker II (50% Gas Tax/ 50% General Funds)	$ 96,533	$ 7,500	$ 104,033		$ 15,000	$ 75,000	$ 90,000	$ 97,016	$ 97,016
16	Sr Maintenance Worker II (Parks-Measure V)	$ 106,335	$ 7,500	$ 113,835		$ 15,000	$ 75,000	$ 90,000		$ 203,835
17	Maintenance Worker II (Solid Waste)	$ 96,533	$ 7,500	$ 104,033		$ 15,000	$ 75,000	$ 90,000		$ 194,033
18	Sr Maintenance Worker II (Solid Waste)	$ 106,335	$ 7,500	$ 113,835		$ 15,000	$ 75,000	$ 90,000		$ 203,835
	Utilities									
19	Associate Civil Engineer (Wastewater)	$ 158,220		$ 158,220						$ 158,220
20	Administrative Technician (60% Wastewater/ 40% Water)	$ 152,370		$ 152,370						$ 152,370
21	Maintenance Worker II (60% Wastewater/ 40% Water)	$ 96,533	$ 7,500	$ 104,033		$ 15,000	$ 75,000	$ 90,000		$ 194,033
	Part-time hours	$ (158,220)		$ (158,220)						$ (158,220)
								Total:	$ 265,942	$ 1,140,419

Attachment A

GENERAL FUND OVER 5-YEARS

REVENUE	Actual 2015	Actual 2016	Actual 2017	Sum of 2018	BUDGET 2019
PROPERTY TAX	$ (17,593,296)	$ (19,876,737)	$ (20,641,833)	$ (21,695,380)	$ (22,649,753)
SALES TAX	$ (24,279,575)	$ (24,371,003)	$ (23,290,667)	$ (27,845,929)	$ (31,045,499)
OTHER TAXES	$ (2,210,206)	$ (2,068,834)	$ (2,240,831)	$ (1,905,464)	$ (2,219,154)
LICENSES AND PERMITS	$ (2,858,246)	$ (2,940,002)	$ (2,980,580)	$ (2,882,935)	$ (2,968,300)
FINES AND FORFEITURES	$ (195,891)	$ (237,437)	$ (198,176)	$ (210,042)	$ (204,870)
OTHER REVENUES	$ (8,384,240)	$ (11,394,647)	$ (15,710,647)	$ (18,179,050)	$ (13,596,946)
REVENUES FROM OTHER AGENCIES	$ (1,723,451)	$ (1,623,066)	$ (1,433,842)	$ (1,490,454)	$ (1,250,370)
Grand Total	**$ (57,244,905)**	**$ (62,511,725)**	**$ (66,496,576)**	**$ (74,209,255)**	**$ (73,934,893)**

***2018 Unaudited**

EXPENSE	Actual 2015	Actual 2016	Actual 2017	Sum of 2018	Budget 2019
DEVELOPMENT SERVICES-ECON	$ 383,330	$ 581,641	$ 625,749	$ 763,390	$ 821,383
CITY ATTORNEY'S OFFICE	$ 785,280	$ 809,676	$ 750,592	$ 919,389	$ 1,136,299
CITY COUNCIL	$ 132,231	$ 162,632	$ 225,841	$ 205,853	$ 258,708
CITY MANAGER'S OFFICE	$ 3,399,849	$ 3,293,297	$ 4,199,618	$ 4,114,951	$ 4,628,421
HUMAN RESOURCES	$ 738,456	$ 856,729	$ 973,849	$ 1,317,605	$ 1,475,687
FINANCE	$ 3,121,647	$ 3,429,306	$ 4,449,061	$ 4,093,248	$ 4,576,305
NON-DEPARTMENTAL	$ 757,445	$ 719,081	$ 861,455	$ 387,616	$ 424,404
POLICE DEPARTMENT	$ 20,951,673	$ 23,107,210	$ 24,238,643	$ 26,277,823	$ 27,042,711
FIRE	$ 9,750,208	$ 11,019,440	$ 11,946,947	$ 12,675,805	$ 14,231,502
DEVELOPMENT SERVICES	$ 545,186	$ 615,886	$ 882,145	$ 988,532	$ 1,070,679
PUBLIC WORKS DEPARTMENT	$ 4,176,338	$ 3,878,390	$ 5,098,425	$ 5,686,035	$ 5,835,967
UTILITIES DEPARTMENT	$ (111,896)	$ 396,758	$ 547,886	$ 345,036	$ 348,587
PARK & RECREATION	$ 1,607,372	$ 1,658,603	$ 2,286,981	$ 2,672,768	$ 2,782,878
CAPITAL	$ 114,007	$ 544,690	$ 453,978	$ 662,877	$ 10,618
DEBT SERVICE	$ 331,832	$ 4,526,273	$ 63,279	$ 68,552	$ 68,552
TRANSFERS OUT (GENFD)	$ 9,722,600	$ 4,018,107	$ 9,332,745	$ 8,394,510	$ 3,412,400
MEASURE V	$ -	$ -	$ 1,911,509	$ 8,339,000	$ 8,409,000
Grand Total	**$ 56,405,557**	**$ 59,617,720**	**$ 68,848,702**	**$ 77,912,988**	**$ 76,534,099**

***2018 Unaudited**

Attachment B

RESOLUTION 2018-_____

RECEIVE AND FILE ESTIMATED TOTALS FOR THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2018 AND ADOPT THE RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO INCLUDE APPROPRIATIONS FOR THE ADDITION OF TWENTY-ONE POSITIONS AND DELETION OF FOUR POSITIONS FROM THE POSITION CONTROL ROSTER

WHEREAS, the City Council, on June 20, 2017, adopted the FY 2017-2019 Biennial Budget, and

WHEREAS, based upon a review of revenues and expenditures, the City Manager has prepared and proposed additional amendments to the FY 2017- 2019 budget, 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, That the City Council of the City of Tracy hereby authorizes the Budget Officer to amend the adopted FY 2018-2019 budget to reflect the addition of twenty-one positions and the deletion of four positions on the position control roster.

* * * * * * * * * * *

The foregoing Resolution 2018 - _____ was adopted by the Tracy City Council on the 18th day of September, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 6

REQUEST

APPROVE AN AGREEMENT BETWEEN THE CITY OF TRACY AND GIANT PROPERTIES, LLC, FOR THE LEASE OF A UNIT AT 1325 N. MACARTHUR DR. FOR THE PURPOSE OF STORAGE AND PROCESSING OF EVIDENCE AND PROPERTY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE OPTIONS TO EXTEND AND MINOR AMENDMENTS TO THE AGREEMENT

EXECUTIVE SUMMARY

Due to an increase in workload as well as changes in standards related to retention of evidence and property in criminal investigations, the Police Department is facing a shortage of appropriate storage space that meets the requirements. Police Department staff has identified a location that meets the required standards in terms of security, climate control and size, and have negotiated the proposed lease agreement with representatives of Giant Properties, LLC. The agreement would address the Police Department's immediate needs by securing the space for five years, with an option to extend the agreement for two additional three-year terms, for a possible total term of eleven (11) years.

DISCUSSION

The Crime Scene Unit of the Police Department supports both Patrol and Investigations with the processing and collection of evidence in criminal cases. Collected items are processed, marked and catalogued, then retained for various periods of time, as prescribed by law. In some cases, items are required to be retained for numerous years, until any possibility of appeal is exhausted.

As a result of increased workload due to normal city growth that generates more cases, as well as changes in the law that increased the required retention period, the Police Department has been facing increased demand for storage space dedicated to the Crime Scene Unit. Over the past several years, all appropriate available space within the department has been allocated. In addition, several other City facilities host storage areas controlled by the Police Department. The need for expansion of the storage capabilities is immediate due to the continuous influx of evidence that outpaces the purging of old cases.

In order to maintain integrity of the chain of custody, as required by law and best police practices, any additional facility has to meet several standards in terms of security and climate control. Additionally, the facility has to be accessible 24/7, to match the hours of operation of the Police Department. With these requirements in mind, staff researched several options and identified property at 1325 N MacArthur Dr as the best option for growth.

Funding for the long term lease of an appropriately-sized unit has been appropriated through the budget process and is currently available. Similarly, funding for modifications to the unit to meet the Department's requirements has also been secured. Within the

funding parameters, staff has negotiated the proposed lease agreement with Giant Properties, LLC, for an initial term of five years, with an option to extend the agreement for two additional three-year terms, for a potential total term of eleven (11) years. The exact terms of the lease agreement are specified in the lease agreement (Attachment A).

Staff is requesting that Council approve the proposed lease agreement with Giant Properties, LLC, for a storage facility at 1325 N MacArthur Dr, to be converted for use by the Police Department's Crime Scene Unit, and authorize the City Manager to execute the options to extend and minor amendments to the agreement.

The City's Master Plans include the collection of fees for public safety facilities, which fund the additions of fire and police facilities. The Master Plans are rolling 30-year plans that prioritizes the facilities with the highest needs. Over the next 10 years, four fire stations have been identified with the highest priority for public safety facilities. These costs will absorb development impact fees for next 10-20 years. As a result, short-term solutions like this lease are identified to meet current demands for the Police department until funds are available for a long-term solution, such as a new police facility.

STRATEGIC PLAN

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

FISCAL IMPACT

At the December 19, 2017, City Council meeting, the Council approved a budget enhancement that allocates $350,000 to the securing and staffing of a new evidence facility. The costs of the annual lease were included in the Police operating budget.

RECOMMENDATION

Staff recommends the City Council approve, by resolution, the lease agreement with Giant Properties, LLC, for a period of five years, with options to extend the agreement for two additional three (3) year periods, for a possible total term of eleven (11) years.

Prepared by: Alex Neicu, Interim Chief of Police

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

Approved by: Randall Bradley, City Manager

ATTACHMENT A - Lease Agreement

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only August 6, 2018, is made by and between Giant Properties, LLC ("**Lessor**") and City of Tracy Police Department ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 1325 N. MacArthur Drive, Tracy, CA 95376 ("**Premises**"). The Premises are located in the County of San Joaquin, and are generally described as (describe briefly the nature of the property and , if applicable, the "**Project**," if the property is located within a Project): an approximate 16,800+/- square foot industrial building situated on 1.02+/- acres of land. (See also Paragraph 2)

1.3 **Term:** 5 years and 2 months ("**Original Term**") commencing October 1, 2018 ("**Commencement Date**") and ending November 30, 2023 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing NA ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $12,264.00 per month ("**Base Rent**"), payable on the first day of each month commencing December 1, 2018. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 1.5 continued in Addendum.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $12,264.00 for the period December 1 - December 31, 2018.

(b) **Security Deposit:** $14,112.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** NA for the period _____.

(d) **Other:** $1,848.00 for first month's property taxes, owner's insurance and maintenance expenses, and continuing on monthly thereafter, subject to any changes as allowed for herein.

(e) **Total Due Upon Execution of this Lease:** $28,224.00.

1.7 **Agreed Use:** Storage and pick-up center for personal property and general offices to be used by police department and crime scene investigator units. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation**: The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Lee & Associates - Central Valley, Inc. represents Lessor exclusively ("**Lessor's Broker**");

☑ Souza Realty & Development represents Lessee exclusively ("**Lessee's Broker**"); or

☐ _____ represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by NA ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 58;

☑ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☑ a Work Letter;

☐ other (specify): _____.

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during

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the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees**. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will

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not impair the structural integrity of the improvements on the premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems,

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floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available

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insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease

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shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

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(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary

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course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any

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requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

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28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said

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Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

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Executed at: _____
On: _____

By LESSOR:
Giant Properties, LLC

By: _____
Name Printed: Jeff Brust
Title: _____
Phone: 559-351-4753
Fax: _____
Email: jeff@cir.net

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 2732 South Cherry Ave.
Fresno, CA 93706
Federal ID No.: _____

BROKER

Lee & Associates-Central Valley, Inc.

Attn: Jim Martin, SIOR
Title: Sr. Vice President

Address: 241 Frank West Cr, #300, Stockton, CA 95206
Phone: 209-983-1111
Fax: 209-982-0167
Email: jmartin@lee-associates.com
Federal ID No.: _____
Broker/Agent BRE License #: 01214270

Executed at: _____
On: _____

By LESSEE:
City of Tracy Police Department

By: _____
Name Printed: Randall Bradley
Title: Interim City Manager
Phone: 209-831-6120
Fax: _____
Email: randall.bradley@cityoftracy.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 333 Civic Center laza, Tracy, CA 95376
Federal ID No.: _____

BROKER

Souza Realty & Development

Attn: Mike Glazzy
Title: Broker

Address: 672 W. 11th Street, Suite 110, Tracy, CA 95376
Phone: 209-229-7767
Fax: 209-832-8355
Email: mglazzy@souzard.com
Federal ID No.: _____
Broker/Agent BRE License #: 01204579

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ADDENDUM TO THE STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE – NET, DATED AUGUST 6, 2018 BY AND BETWEEN GIANT PROPERTIES, LLC (LESSOR) AND CITY OF TRACY POLICE DEPARTMENT (LESSEE) CONCERNING THE PROPERTY LOCATED AT 1325 N. MACARTHUR DRIVE, TRACY, CALIFORNIA. THIS ADDENDUM SHALL GOVERN IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE LEASE TO WHICH IT IS ATTACHED.

1.5 CONTINUED. RENT SCHEDULE:

Months	**Monthly Rent**
01 – 02	$0.00
03 – 14	$12,264.00 per month, NNN
15 – 26	$12,631.92 per month, NNN
27 – 38	$13,010.88 per month, NNN
39 – 50	$13,401.20 per month, NNN
51 – 62	$13,803.24 per month, NNN

39. CONTINUED. OPTIONS:

Subject to the terms of Paragraph 39 of the Lease, Lessor hereby grants to Lessee two (2) options to renew this Lease Agreement and all the provisions, conditions and terms contained therein, except monthly Base Rent, for a period of thirty-six (36) months each, immediately following the expiration of this initial term subject to the following conditions:

a) This Lease shall be in full force and effect at the time notice of exercise is given.
b) Lessee shall not be in default under any provision of this Lease at the time notice is given.
c) Lessee shall give Lessor a written notice irrevocably exercising the option not less than one hundred eighty (180) days prior to the last day of the prior period.
d) Monthly Base Rent shall increase by three percent (3%) per year above the prior year's rent throughout the Option Term(s).

51. **OCCUPANCY:** Any improvements not stated in this Lease or fees required by any governmental or insuring authority because of Lessee's occupancy shall be provided solely by the Lessee. Lessor or its agents have not made any representations about the suitability of the Premises for Lessee's use.

52. **FORKLIFT RESTRICTIONS:** Asphaltic cement cannot withstand hard rubber forklift tires. In the event the asphalt is damaged by Lessee's use of a forklift with hard rubber tires, it will be the Lessee's obligation to repair the damaged area at Lessee's expense.

53. **FIRE EXTINGUISHERS:** Lessee is responsible for supplying fire extinguishers as required per code.

54. **LESSOR IMPROVEMENTS:** Lessor shall provide for the improvements specifically stated on Exhibit A. Prior to Lessee's possession, Lessor shall, at no cost to Lessee, perform the work described and depicted in the Scope of Work attached hereto collectively as Exhibit A (the "Lessor's Work"). If at any time Lessee requests and/or requires work of any nature or kind for any reason not described or depicted in Exhibit A, Lessee agrees to an adjustment of rent. Also, if, after the completion of the Lessors Work, additional work is required to obtain a Certificate of Occupancy for any reason, whether for want of compliance with statutes, rules, regulations, or otherwise, Lessee agrees to an adjustment of rent. Any adjustment of rent pursuant to this paragraph shall be amortized over the term of the original lease term, at an interest rate of ten percent (10%) and added to the monthly Base Rent.

55. **LANDSCAPE MAINTENANCE:** Lessee agrees that it shall pay and/or reimburse Lessor the monthly cost of the landscaping maintenance of the Premises. Landlord shall have the sole discretion and authority to retain a landscaper of its choosing to maintain the landscaping of the Premises.

56. **NO RIGHT OF EARLY TERMINATION:** Absent the express written consent of Lessor, Lessee agrees that it shall have no right of early termination under any provision of the Lease.

_____ Initials

_____ Initials

ADDENDUM TO THE STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE – NET, DATED AUGUST 6, 2018 BY AND BETWEEN GIANT PROPERTIES, LLC (LESSOR) AND CITY OF TRACY POLICE DEPARTMENT (LESSEE) CONCERNING THE PROPERTY LOCATED AT 1325 N. MACARTHUR DRIVE, TRACY, CALIFORNIA. THIS ADDENDUM SHALL GOVERN IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE LEASE TO WHICH IT IS ATTACHED. (CONTINUED)

57. **BROKERS DISCLOSURE:** The United States Congress has recently enacted the Americans with Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and Local Laws also may mandate changes. The real estate brokers in the transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area. Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's and asbestos has been used in components such as fireproofing, heating, and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals, minerals, chemicals, hydrocarbons, or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may not leak or otherwise be released. Real estate agents have no expertise in the detection or correction or hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provision, if any, they may wish to include in transaction documents regarding the Property.

Consult your attorney regarding this matter.

58. **FORM DISCLOSURE:** The Lease Agreement and Addendum forms are provided by Lee & Associates for convenience only and are only for the use of the parties hereto. These forms are not mandatory, and Lee & Associates makes no recommendation regarding their use. All parties to the agreement understand and acknowledge that no representation, warranty or recommendations have been made by Lee & Associates or its brokers, realtor associates, employees or attorneys regarding the legal effect or tax consequences of the provided forms.

Each party is advised to submit the provided forms to his or her respective attorney prior to signature of any agreement that utilizes forms provided by Lee & Associates.

LESSEE:	**LESSOR:**
City of Tracy Police Department	**Giant Properties, LLC**
By: _____	**By:** _____
Date: _____	**Date:** _____

LEE & ASSOCIATES-CENTRAL VALLEY, INC.
COMPREHENSIVE BROKERAGE DISCLOSURE/DISCLAIMER FORM

Seller/Landlord: **Giant Properties, LLC**

Buyer/Tenant: **City of Tracy Police Department**

Property: **1325 N. MacArthur Drive, Tracy, CA**

Broker Lee & Associates Commercial Real Estate Services, Inc. - Central Valley

BROKER REPRESENTATION / REAL ESTATE AGENCY RELATIONSHIP

Lee & Associates-Central Valley, Inc. represents a variety of clients. Depending upon the circumstances, Lee & Associates-Central Valley, Inc. may represent both the Seller/landlord and the Buyer/Tenant in a transaction or you may be interested in a property that may be of interest to other Lee & Associates Central Valley Inc. clients. If Lee & Associates Central Valley Inc. represents more than one party with respect to a property, Lee & Associates-Central Valley will not disclose the confidential information of one principal to the other.

In this transaction, Lee & Associates-Central Valley Inc. represents:

[X] the Seller/Landlord ("Seller/Landlord's Broker")
[ ] the Buyer/Tenant ("Buyer/Tenant's Broker")
[ ] both Seller/Landlord and Buyer/Tenant in a Dual Agency capacity ("Dual Broker").

Seller/Landlord and Buyer/Tenant hereby confirm that they were timely advised of the dual agency representation and that they consent to the same, and that they do not expect said Broker to disclose to either of them the confidential information of the other party.

I/We acknowledge receipt of a copy of this disclosure and the attached Real Estate Agency Relationship Form and the Disclosure Regarding Real Estate Agency Relationship Form.

NOTIFICATION RE: NATIONAL FLOOD INSURANCE PROGRAM

This property is or may be located in a Special Flood Hazard Area on United States Department of Housing and Urban Development (HUD) "Special Flood Zone Area Maps". Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones", banks, savings and loan associations, and some insurance lenders require flood insurance to be carried where the property, real or personal, is security for a loan. This requirement is mandated by the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. The purpose of the program is to provide flood insurance to property owners at a reasonable cost. Cities or counties participating in the National Flood Insurance Program may have adopted building or zoning restrictions, or other measures, as part of their participation in the program. The extent of coverage available in your area and the cost of this coverage may vary, and for further information, you should consult your lender or insurance carrier. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope in low-lying areas or in a dam inundation zone (California Government Code Section 8589.5). Buyers and Tenant should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters

HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS

Comprehensive federal and state laws and regulations have been enacted in the past several years in an effort to control the use, storage, handling, clean-up, removal and disposal of hazardous wastes or substances. Some of these laws and regulations (such as, for example, the Comprehensive Environmental Response Compensation and Liability Act [CERCLA]) provide for broad liability on the part of owners, Tenants, or other users of property for clean-up costs and damages, regardless of fault. Other laws and regulations set standards for the handling of asbestos, and establish requirements for the use, modification, abandonment, and closure of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, Sellers/Landlords and Purchasers/Tenants are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice, as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been or are going to be used, stored, handled or disposed on the Property, or if the Property has been or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, the nature of permits and approvals which have been obtained or may be required; the estimated costs and expenses associated with the use, storage, handling, clean-up, disposal or removal of hazardous wastes or substances; and the nature and extent of contractual provisions necessary or desirable in this transaction. Broker recommends expert assistance and site investigation to determine past uses of the property, which may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks, being on the Property.

Seller/Landlord agrees to disclose to Broker and to Purchaser/Tenant any and all known information which he/she/it has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances,

and underground storage tanks, in, on, or about the Property.

Broker has conducted no investigation regarding the subject matter hereof, except as may be contained in a separate written document signed by Broker. Broker makes no representations concerning the existence or nonexistence of hazardous wastes or substances, or underground storage tanks, in, on, or about the Property. Purchaser/Tenant should contact a professional, such as a civil engineer, industrial hygienist or other persons with experience in these matters, to advise on these matters.

The term "hazardous wastes or substances" is used herein in its very broadest sense and includes, but is not limited to, petroleum-based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is intended to apply to any transaction involving any type of real property, whether improved or unimproved.

AMERICANS WITH DISABILITIES ACT (ADA)

Owners or Tenants of real property may be subject to the Americans with Disabilities Act (ADA), a federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the Act requires owners and Tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. The regulations under Title III of the ADA are codified at 28 CFR part 36.

Broker recommends that you and your attorney review the ADA and the regulations, and, if appropriate, your proposed lease or purchase and sale agreement, to determine if this law would apply to you and the nature of the requirements. These are legal issues. You are responsible for conducting your own independent investigation of these issues.

NOTICE TO BUYERS AND SELLERS REGARDING THE FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

Unless an exemption applies, FIRPTA requires that every Buyer of real estate in the United States deduct and withhold from the Seller's proceeds an amount equal to ten percent (10%) of the gross sales price. The primary exemptions are:

1. The Seller furnishes to the Buyer a certificate executed by the Seller stating under penalty of perjury the Seller's United States taxpayer identification number and that the Seller is not a foreign person. (A foreign person is any foreign citizen or entity other than a United States resident.)

2. The property is acquired by the Buyer for use as his or her residence and the amount paid is $300,000 or less.

If the Buyer fails to deduct and withhold the correct amount of tax on a non-exempt sale, the Buyer will be liable to the Internal Revenue Service (I.R.S.) for that tax. If the initial cash consideration paid by the Buyer prior to the transfer of title is not enough to cover the withholding liability, the Buyer will be liable for the higher amount unless the Buyer and Seller obtain a qualifying statement from the I.R.S. before transfer of title.

Even though the Seller provides the Buyer with a non-foreign person certificate, the Buyer must still withhold the tax if the Buyer has actual knowledge that the certificate is false or if the Buyer receives notice from the Buyer's agent or Seller's agent that the certificate is false.

A Seller who is a foreign person should consult with an attorney or accountant familiar with FIRPTA before entering into any negotiations or contracts for the sale of property. If the Seller acts promptly, depending on the particular circumstances, it may be possible to have the I.R.S. (1) determine the Seller's maximum tax liability, (2) reduce the amount which the Buyer must withhold, (3) issue a qualifying statement, or (4) make an early refund of excess withholding.

COMPLIANCE WITH LAWS

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans with Disabilities Act.

CERTIFIED ACCESS SPECIALIST

California Civil Code Section 1938 requires that leases for ALL commercial properties entered into on or after July 1, 2012 state whether the subject premises has been inspected by a “Certified Access Specialist” and if so, whether the property has or has not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53.

California Civil Code Section 55.53, et. seq., addresses the role of the Certified Access Specialist, including the preparation of a written assessment of whether the assessed site meets all applicable construction-related accessibility standards or if corrective actions are required. Such assessment will hopefully curtail construction related accessibility lawsuits (including claims alleging violations of the Americans with Disabilities Act) as such written assessments would serve as evidence of compliance (or non-compliance) with applicable accessibility laws.

NONRESIDENTIAL BUILDING ENERGY USE

Effective July 1, 2013, the Nonresidential Building Energy Use requirements set forth in the California Public Resources Code Section 25402.10 which require all owners who are going to sell, lease or finance "Nonresidential Buildings" which are 50,000 square feet or more located in California to disclose the property's energy use data for the most recent 12 months. Similar disclosure requirements will take effect July 1, 2014 for properties between 10,000 and 50,000 square feet, and July 1, 2015 for properties between 5,000 and 10,000 square feet.

OWNER COMPLIANCE WITH AB 1103

Owner agrees that if applicable, it will comply with the provisions of AB 1103. AB 1103 provides that the owner provide each prospective buyer, tenant or lender the following (a) Disclosure Summary Sheet, (b) Statement of Energy Performance, (c) Data Checklist, (d) Facility Summary.

These documents were prepared by the EPA Energy Star Program. In order to obtain these documents, Owner agrees to go on-line and open an account with the EPA Energy Star Program at least thirty (30) days before the disclosure is required. Because utility companies have thirty (30) days to supply information, Owner is encouraged to register with the EPA as soon as reasonably possible.

AB 1103 is being phased in. Commencing on July 1, 2013, AB 1103 affects all commercial properties in excess of 50,000 square feet. Commencing July 1, 2014, AB 1103 affects all commercial properties in excess of 10,000 square feet. Commencing July 1, 2015, AB 1103 affects all commercial properties in excess of 5,000 square feet.

EARTHQUAKE SAFETY (CALIFORNIA ONLY)

Owners or their agents who are involved in the transfer of a pre-cast concrete or reinforced or unreinforced masonry building with wood frame floors or roof which was built before January 1, 1975 must deliver to the transferee a copy of a state publication entitled "The Commercial Property Owner's Guide to Earthquake Safety" published by the California Seismic Safety Commission. The undersigned Buyer/Tenant of the real property herein described acknowledges that Lee & Associates Commercial Real Estate has delivered to the undersigned a copy thereof in accordance with California Government Code Section 8875.6 and Sections 8893 et seq.

ALQUIST-PRIOLO NOTIFICATION; ALQUIST-PRIOLO SPECIAL EARTHQUAKE STUDIES ZONE ACT (CALIFORNIA ONLY)

Earthquakes occur throughout California, the Property described above is or may be situated in a Special Studies Zone as designated under the Alquist-Priolo Special Studies Zone Act, Sections 2621-2630, inclusive, of the California Public Resources Code; and, as such, the construction or development on the Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the city or county under the terms of that Act. No representations on the subject are made by Seller/Landlord or by Lee & Associates or its agents or employees, and the Purchaser/Tenant should make his/her/its own inquiry or investigation.

For further information you may wish to contact appropriate city or county agencies: State of California Department of Conservation Division of Mines and Geology (916) 445-5716

Per Special Publication 42-Revised 1985, Fault-Rupture Hazard Zones in California, Alquist-Priolo Special Studies Zones Act of 1972 with Index to Special Studies Zone Maps, Page 10 Figure 4-6 indicates that the above property is outside a Special Studies Zone.

EARTHQUAKES

Earthquakes occur throughout California. According to Fault-Rupture Hazard Zones in California Special Publication 42 [specify source], the Property [ ] is / [ ] may or may not be situated in an Earthquake Fault Zone and/or a Seismic Hazard Zone (Sections 2621 et seq. and Sections 2690 et seq. of the California Public Resources Code, respectively). Property development and construction in such zones generally are subject to the findings of a geologic report prepared by a state-registered geologist. Whether or not located in such a zone, all properties In California are subject to earthquake risks and may be subject to a variety of state and local earthquake-related requirements, including retrofit requirements. Among other items, all new and existing water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions, Sellers must execute a written certification that the water heaters are so braced, anchored or strapped (California Health and Safety Code Section 19211). Buyers and Tenants should have their experts confirm whether the Property is in any earthquake zone and otherwise Investigate and evaluate these matters.

TAXES

Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code Section 1446 requires Buyers to withhold and pay to the IRS 10% of the gross sales price within 10 days of the date of a sale unless the Buyers can establish that the Sellers are not foreigners, generally by having the Sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the Sellers at closing. California Imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign Sellers but also out-of-state Sellers and Sellers leaving the state if the sales price exceeds

$100,000. Withholding generally is required if the last known address of a Seller is outside California, if the proceeds are disbursed outside of California or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

FIRES

California Public Resources Codes Sections 4125 et seq. require Sellers of real property located within state responsibility areas - J.k.J. to advise Buyers that the property is located within such a wildland zone, that the state does not have the responsibility to provide fire -protection services to any structure within such a zone and that such zones may contain substantial forest/wildland fire risks. Government Code Sections 51178 et seq. require Sellers of real property located within certain fire hazard zones to disclose that the property is located in such a zone. Sellers must disclose that a property located in a wildland or fire hazard zone is subject to the lire prevention requirements of Public Resources Code Section 4291 and Government Code Section 51182, respectively. Sellers must make such disclosures if either the Sellers have actual knowledge that a property is in such a zone or a map showing the property to be in such a zone has been provided to the county assessor. Properties, whether or not located in such a zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including *retrofit* requirements. Have your experts investigate and evaluate these matters.

SELLER/LANDLORD DISCLOSURE. DELIVERY OF REPORTS. PEST CONTROL REPORTS AND COMPLIANCE WITH LAWS.

Sellers/landlord are hereby requested to disclose directly to Buyers/Tenants all information known to Sellers/landlords regarding the Property, including but not, limited to, hazardous materials (Including toxic mold contamination, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide Buyers/Tenants with copies of all reports in the possession of or accessible to Sellers/landlords regarding the Property. Sellers/landlords and Buyers/Tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto; the Foreign Investment in Real Property Tax Act; the Comprehensive Environmental Response Compensation and liability Act; and the Americans with Disabilities Act. If a pest control report is a condition of the purchase contract, Buyers are entitled to receive a copy of the report and any certification and notice of work completed.

PROPERTY INSPECTIONS AND EVALUATIONS

Buyers /Tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements and the availability of all utilities. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur and do not represent the current or future performance of the property. Real estate brokers are not experts concerning nor can they determine if any expert is qualified to provide advice on legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials including toxic mold contamination or other such matters. Buyer/Tenant has relied solely on its own investigation of the property. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

NO INDEPENDENT INVESTIGATION

Seller/Landlord and Buyer/Tenant acknowledge and understand that any financial statements, information, reports, or written materials of any nature whatsoever, as provided by the parties to Broker, and thereafter submitted by Broker to either Seller/Landlord and/or Buyer/Tenant, are so provided without any independent investigation by Broker, and as such Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents have been submitted.

NO WARRANTY

Landlord and Tenant acknowledge and agree that no warranties, recommendations, or representations are made by the broker as to the accuracy, the legal sufficiency, the legal effect of the tax consequences of any of the documents submitted by Broker to Landlord and/or Tenant referenced in Paragraph 3 above, nor of the legal sufficiency, legal effect, or tax consequences of the transactions contemplated thereby. Furthermore, Landlord and Tenant acknowledge and agree that Broker has made no representations concerning the ability of the Tenant to use the Premises as intended, nor of the sufficiency or adequacy of the Premises for their intended use, and Tenant is relying solely on its own investigation of the Premises in accepting this Proposal to Lease.

BROKER DISCLOSURE

The parties hereby expressly acknowledge that Broker has made no independent determination or investigation regarding the following: present or future use or zoning of the property; environmental matters affecting the Property; the conditions of the Property, including, but not limited to structural, mechanical and soils conditions, as well as issues surrounding hazardous wastes or substances as set out above; violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances, or statutes; measurements of land and/or buildings. Purchaser/Landlord agrees to make it own investigation and

determination regarding such items.

A real estate broker is qualified to advise on real estate. If you desire legal advice, consult your attorney.

Receipt of a copy of this Notice and Agreement is hereby acknowledged:

Seller/Landlord

Date: _____ **Giant Properties, LLC**

By: _____

Title _____

Buyer/Tenant

Date: _____ **City of Tracy Police Department**

By: _____

Title _____

The Parties hereto should consult their advisors. No representation or recommendation is made by Lee & Associates Commercial Real Estate or its agents or employees as to the legal effect, interpretation, or economic consequences of this agreement, the transaction contemplated hereunder, the National Flood Insurance Program and related legislation, nor of other legislation referred to herein. These are questions that you should address with your consultants and advisors.

REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT ("Seller" includes both a vendor and a lessor)

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT ("Buyer" includes both a purchaser and a lessee).

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.
(c)

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the following page. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE (attached).

☐ Buyer ☐ Seller ☒ Lessor ☐ Lessee _____ Date: _____

Jeff Brust

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Lee & Associates – Central Valley, Inc. BRE Lic. # 01166901

Real Estate Broker (Firm)

By: Jim Martin BRE Lic. # 01214270 Date: _____

Salesperson or Broker-Associate

NOTE:

When the listing brokerage company also represents Buyer/Lessee: The Listing Agent shall have one Agency Disclosure form signed by Seller/Lessor and a second Agency Disclosure form signed by Buyer/Lessee.

When Seller/Lessor and Buyer/Lessee are represented by different brokerage companies: (i) the Listing Agent shall have one Agency Disclosure form signed by Seller/Lessor and (ii) the Buyer's/Lessee's Agent shall have one Agency Disclosure form signed by Buyer/Lessee and either that same or a different Agency Disclosure form presented to Seller/Lessor for signature prior to presentation of the offer. If the same form is used, Seller/Lessor may sign here:

_____ Date: _____

Seller/Lessor

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM

REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT ("Seller" includes both a vendor and a lessor)

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

(d) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(e) A duty of honest and fair dealing and good faith.
(f) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT ("Buyer" includes both a purchaser and a lessee).

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

(d) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(e) A duty of honest and fair dealing and good faith.
(f) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(d) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(e) Other duties to the Seller and the Buyer as stated above in their respective sections.
(f)

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the following page. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE (attached).

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee _____ Date: _____

City of Tracy Police Department

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Souza Realty & Development BRE Lic. # 01898161

Real Estate Broker (Firm)

By: Mike Glazzy BRE Lic. # 01204579

Salesperson or Broker-Associate

NOTE:

When the listing brokerage company also represents Buyer/Lessee: The Listing Agent shall have one Agency Disclosure form signed by Seller/Lessor and a second Agency Disclosure form signed by Buyer/Lessee.

When Seller/Lessor and Buyer/Lessee are represented by different brokerage companies: (i) the Listing Agent shall have one Agency Disclosure form signed by Seller/Lessor and (ii) the Buyer's/Lessee's Agent shall have one Agency Disclosure form signed by Buyer/Lessee and either that same or a different Agency Disclosure form presented to Seller/Lessor for signature prior to presentation of the offer. If the same form is used, Seller/Lessor may sign here:

_____ Date: _____

Seller/Lessor

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobile homes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. **(e)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(f)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(g)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(h)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(i)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(j)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(k)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(l)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(o)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(p)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

Reproduced on Page 1 of this form.

(a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) (Name of Listing Agent)	is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(DO NOT COMPLETE, SAMPLE ONLY) (Name of Selling Agent if not the same as the Listing Agent)	is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

EXHIBIT A

CONSTRUCTION PROPOSAL

Northstar General Inc.
1500 W. Shaw Ave., Suite 406
Fresno, CA 93711
559.222.7903
559.222.7904 fax
CA Lic.# 825261
Date: 7/12/18 – 2nd Revision

Submitted to:
Jeff Brust
2732 N. Cherry
Fresno CA

Project Location:
1325 N. MacArthur
Tracy CA

Demolition:

- **Remove all carpet and glue from concrete floor, approx. 10,000 SF.**
- **Remove all VCT and glue from concrete floor, approx. 2,000 SF.**
- **Remove damaged sheets of FRP from kitchen.**
- **Remove any and all ceiling hung speakers and misc wiring / hardware left by previous tenant.**
- **Remove exterior tenant signage.**
- **Cut off all exposed galvanized bolts protruding from concrete wall, approx. (25)**

Total: $

Metal stud / drywall

- **Frame approx. 75 lf of 3-5/8" metal stud walls with door openings per tenant layout**
- **Install plywood backing in Lobby.**
- **Hang 5/8" Type "X" sheetrock on all new walls. Finish to match existing.**

Total: $

Woods / Plastics

- **Replace approx. (9) single, solid birch doors into existing Timely frames.**
- **Replace (3) single HM doors in Lobby.**
- **Replace (3) double, hollow core birch doors into existing Timely frames.**
- **Install heavy duty commercial grade hardware on all doors.**
- **Closures, kickplates, special keying, will be done on a cost-plus basis.**
- **Install Night window w/ counter. Window to be supplied by tenant.**
- **Install new FRP in kitchen. Damaged sheets only.**
- **Replace (6) ceiling tiles in kitchen with cleanable tiles to match.**
- **Replace / repair suspended ceiling and replace ceiling tiles as necessary in office and kitchen areas.**
- **Replace missing Restroom accessories. Painting per below.**
- **Furnish and install standard color VCT flooring in office/lobby/Two party rooms**

Total: $

Paint

- **Paint all existing walls that have paint. Color per tenant. Raw concrete walls to remain unpainted.**
- **Clear coat all new birch doors to match existing door.**

Total: $

Mechanical

- **Supply and install (2) 7.5 ton package units and (1) 6.5 ton unit. Existing curbs will be used with adapters. This is per Tracy PD specification on the rooms that require HVAC.**
- **Furnish and install new programmable thermostats.**
- **All new electrical wiring for HVAC work is included.**
- **Reconnect gas and condensate piping.**
- **Gas and condensate piping will be replaced or repaired.**
- **System start-up and (1) year warranty.**
- **Title 24 work or upgrades will be at tenant expense.**
- **Per the lease, HVAC system will be in good operating condition.**

Total: $

Fire Protection

- **Per the lease, Fire suppression system will be inspected and in good operating condition.**

Total: $

Electrical

- **Repair main gear as needed to original condition.**
- **Add warehouse lighting in Southern warehouse, approx. (4) new strip lights to match.**
- **Title 24 work or upgrades will be at tenant expense.**
- **All low voltage, data, & phone wiring is the tenant's responsibility.**

Total: $

Exclusions:

- Permit fees
- Utility fees
- Roofing
- Termite Treatment
- Any and all liability associated with mold, fungus, pollution, terrorism, and discrimination
- Landscaping
- Cost of bonds
- Earthquake, Flood, and Course of Construction insurance.

PLOT PLAN - PREMISES



Initials

Initials

RESOLUTION _____

APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND GIANT PROPERTIES, LLC, FOR A UNIT IN A RETAIL/OFFICE SHOPPING CENTER TO BE USED AS A POLICE DEPARTMENT EVIDENCE FACILITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE OPTIONS TO EXTEND AND MINOR AMENDMENTS

WHEREAS, Due to an increased workload as well as changes in standards related to the retention of evidence property in criminal investigations, the Police Department requires an additional facility to process and store evidence, and

WHEREAS, Funding has been approved in the 2017-2018 budget for the lease of additional office space to be used as a Police Department Evidence Facility, and

WHEREAS, Staff has identified a unit at 1325 N MacArthur Dr. that meets the requirements associated with the needed Evidence Facility, and

WHEREAS, Staff has negotiated a lease agreement with Giant Properties, LLC, for five years with two, three-year extension options, for a term of up to eleven years;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the lease agreement between the City of Tracy and Giant Properties, LLC, for a period of five years, with an option to extend the agreement for two additional three- year terms, for a possible total term of eleven years, and authorizes the City Manager to execute the options to extend and minor amendments.

****

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day September, 2018, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

September 18, 2018

AGENDA ITEM 7

REQUEST

DISCUSS THE PROPOSED AMENDMENT TO CHAPTER 6.36 OF THE TRACY MUNICIPAL CODE (TMC) FOR CANNABIS (MARIJUANA) NON-STOREFRONT (DELIVERY ONLY) RETAILERS AND AMENDMENT TO SECTION 10.08.3196 OF THE TMC REGARDING ESTABLISHING ZONING AND LOCATION REQUIREMENTS, AND PROVIDE FEEDBACK TO STAFF

EXECUTIVE SUMMARY

During a regular meeting of the Tracy City Council on December 5, 2017, the Council directed staff to prepare an ordinance to allow up to two medical cannabis non-storefront (i.e., delivery only) retailers (i.e., dispensaries) to operate in the City's industrial locations, subject to a high level of regulation and oversight by the City. Per City Council direction, staff prepared two draft ordinances: (1) an amendment to Chapter 6.36 of the Tracy Municipal Code (TMC) and (2) an amendment to Section 10.08.3196 of the TMC. These proposed ordinances and regulations would create a regulatory permitting scheme for cannabis businesses and cannabis business employees. The amendment to Section 10.08.3196 would establish zoning and locational requirements for cannabis delivery only establishments that would make them conditional uses in certain industrial areas in the City. Staff will return to Council with these ordinances after the November 6, 2018 Cannabis Special-Tax Ordinance if approved by the voters (67% approval required), for consideration of adoption.

DISCUSSION

The City Council has discussed Proposition 64: Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") during five prior City Council meetings and one discussion with the Planning Commission. Below is the summary of prior meetings, community outreach, and the direction given to staff at the December 5, 2017 City Council meeting. Also, in the table is an update on staff's progress and anticipated meetings for both the regulatory ordinance and the tax ordinance.

Date	Meeting/ Outreach	Purpose or Outcome
June 13, 2017	City Council	Informational item regarding cannabis and Proposition 64; City Council asked staff to return with more information on impacts including service level impacts and fiscal impacts, if known.
July	Staff	Entered into contract with HdL, a consultant with expertise on cannabis regulation and taxation.
Sept 5	City Council	Temporary ordinance prohibiting outdoor cultivation, commercial cultivation and manufacturing, and sales of marijuana (cannabis) and delivery of adult use marijuana (cannabis) until December 31, 2018, to allow time for the City Council to consider reasonable regulations for such uses.

Date	Meeting/ Outreach	Purpose or Outcome (continued)
Oct 3	City Council	Education about Proposition 64 and State law regarding cannabis. Public input about cannabis uses, such as retail, testing, personal cultivation, and potential land use and public safety impacts.
Oct 19 Oct 26	Public Outreach	Two Community Engagement meetings: Education about Proposition 64 and State law regarding cannabis. Public input concerning cannabis uses, such as retail, testing, personal cultivation, and potential land use and public safety impacts.
Oct 26	Online Engagement	Launched online engagement tool (cannabis survey), asking for input on cannabis uses in Tracy. Survey open from October 26th through November 23rd, receiving **936** responses.
Dec 5	City Council	Directed staff to develop an ordinance to allow two dispensaries to sell only medical cannabis which will be highly regulated, for delivery only, in an industrial area only, with land use restrictions and or Police restrictions to be brought back to Council at a later date. Directed staff to place a general tax on the November 2018 ballot with a rate between 2% and 15% to be determined at a later date.
Dec 2017- Feb 2018	Staff meetings	Staff received draft regulatory ordinance from HdL and created three sub-committees to review. 1) Public Safety and Code Enforcement; 2) Permitting, Land Use, and Building; 3) Licensing and Taxation. Each sub-committee is reviewing the draft regulatory ordinance based upon areas of expertise. Staff received draft tax ordinance from HdL. Staff check in with the City Council planned for March 20, 2018.
March 20	City Council	• Consideration of maximum tax rates for cannabis business activities • Consideration of Special Tax measure for November 2018 • Consideration of special purpose for cannabis tax revenues. • Overview of regulatory ordinance timeline
May 1	City Council	Present draft Tax Ordinance for consideration and adoption.
May 15	City Council	Place holder for additional discussions of Tax Ordinance.
May 31	San Joaquin County	File Tax Ordinance measure with the County Clerk for November 2018.
July 25, 2018	Planning Commission	Present draft Regulatory Ordinance and Zoning Amendment to Planning Commission for discussion.

September 18	City Council	Present draft Regulatory Ordinance for discussion. Discuss permitting and application process, including fees.
November 6	General Election	Voters consider Tax Ordinance.

Future Dates	Meeting/ Outreach	Purpose
December 4	City Council	City Clerk announces election results.
December 18	City Council	Consideration of adoption of Tax and Regulatory Ordinances.
February-June 2019	Public Outreach	Begin permitting and application process if Tax and Regulatory Ordinances are adopted.

Proposed New Ordinances

The proposed ordinances would create a 2-track system for addressing two non-storefront dispensaries of medicinal cannabis. The first track addresses “who” will operate in Tracy and under what type of permit, and the second track involves ”where” such dispensaries could be located and under what permit.

The first track is an ordinance establishing (and defining) commercial cannabis activity and establishes an application process to evaluate potential cannabis business operators. The process would be managed and administered by the Tracy Police Department and involves a heightened level of review and permitting requirements in order for the City to select an operator of such business. The City has an interest in ensuring that the operators meet certain minimum criteria and they and their employees undertake appropriate background checks before being able to operate in Tracy.

The second track occurs once an operator has successfully applied for and obtained approval by the Tracy Police Department. This second track is an ordinance that establishes where medicinal cannabis dispensaries are permitted to be located (allowable land uses) in the City. The ordinance also establishes that none of the two medicinal cannabis dispensaries can operate without Planning Commission approval of a Conditional Use Permit. Both of these ordinances are briefly described below.

Ordinance Amending Chapter 6.36 COMMERCIAL CANNABIS ACTIVITY

- The purpose and intent of this Chapter to regulate the commercial cannabis activity in a responsible manner to protect the health, safety, and welfare of the residents of Tracy and to enforce rules and regulations consistent with state law.
- It is the further purpose and intent of this Chapter to require all commercial cannabis operators meeting the established requirements to obtain and renew annually a regulatory permit in order to operate a cannabis business within Tracy.

- Highlighted sections from Ordinance

Section 6.36.060. Cannabis Business Permit Required to Engage in a Commercial Cannabis Activity.

(a) No person may engage in any commercial cannabis activity within the City of Tracy unless the person (1) has a valid Cannabis business permit from the City of Tracy; (2) has a valid State License; and (3) is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the commercial cannabis activities and land use and zoning requirements, including obtaining a valid conditional use permit.

Section 6.36.080 Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.

Maximum Number and Type of Authorized Cannabis Businesses Permitted. The number of each type of cannabis business that shall be permitted to operate in the City at any one given time shall be as follows:

(1) Medicinal (M-License) Non-Storefront Retailer
(2) ; maximum of two (2).

- *"M-license" means a state license issued under this Chapter for commercial cannabis activity involving medicinal cannabis.*
- *"M-licensee" means any person holding a license under this Chapter for commercial cannabis activity involving medicinal cannabis.*

Section 6.36.160 Cannabis Employee Permit Required

(a) Any person who is an employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.

(b) Any person who is an employee or who otherwise works within a cannabis business must obtain a cannabis employee permit from the City prior to performing any work at any cannabis business.

(c) Applications for a cannabis employee permit shall be developed, made available, and processed by the Police Chief or designee(s), and shall include, but not be limited to, the following information:

(1) Name, address, and phone number of the applicant;

(2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at twenty-one (21) years of age must be submitted with the application;

(3) Name, address of the cannabis business where the person will be employed, and the name and phone number of the primary manager of that business;

(4) A list of any crimes enumerated in California Business and Professions Code Section 26507(b)(4) for which the applicant has been convicted;

(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

(6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the Police Chief or designee(s).

(7) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the cannabis employee permit program. The fee is non-refundable and shall not be returned in the event the employee permit is denied or revoked.

(d) The Police Chief or designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

Ordinance Amending Section 10.08.3196 – Cannabis Uses.

- Highlighted sections from Ordinance

(3) Cannabis Medicinal (M-License) Non-Storefront Retailers are permitted to establish as a conditional use on property meeting the following criteria, a conditional use permit pursuant to Section 10.08.4250:

(i) Property shall be located in an area designated as industrial in the City's General Plan; and

(ii) Property shall be located at least 600 feet from any parcel zoned as residential and any parcel containing any of the following sensitive uses as of the date the conditional use permit is issued: school, day care facilities, youth center, places of assembly, public parks, and youth congregating land uses.

(iii) Property shall not be within half (1/2) a mile of Gandy Dancer Drive.

(iv) The distance between the cannabis business and the sensitive use property shall be measured from the outer boundaries of the sensitive use parcel to the first structure on the parcel seeking to operate a cannabis business.

On July 25, 2018, the Planning Commission held a public hearing to consider the proposed zoning amendment to Section 10.08.3196. The Planning Commission recommends the proposed amendments to the zoning code. Tracy voters will decide on a special cannabis sales tax that will appear on the November 6, 2018 ballot. If the tax is approved, the cannabis ordinances will go before the City Council for approval after November 2018. Until the Tracy City Council takes action on the ordinances, all commercial medicinal and adult-use cannabis activity is prohibited in Tracy. This includes the manufacturing, cultivation, distribution, testing, and any other cannabis activity licensed by the State of California.

STRATEGIC PLAN

This agenda item supports Goal 2 and Objective 2.C of the Governance strategic priority:

Goal 2. Ensure Continued Fiscal Sustainability through Financial and Budgetary Stewardship

FISCAL IMPACT

The proposed amendments to Chapter 6.36, if adopted, would authorize Council to establish application fees for cannabis business permits and cannabis employee permits. If the ordinance were adopted, staff would return to Council with proposed application fees based on a cost-study determining the cost of processing applications and issuing permits. The proposed amendments to Section 10.08.3196 would require that a cannabis delivery only retailer obtain a conditional use permit (CUP). The fee for a CUP is established in the City's master fee schedule and is currently set as follows:

- If the project is 10,000 sf or larger - $6,252
- If the project is less than 10,000 sf - $3,981
- On top of either of the two fees above, is the required Environmental Assessment fee of $118

If the Cannabis Special Tax is approved by the voters and assuming that the maximum tax rate is applied to two non-storefront (delivery-only) medical cannabis business activities, this special tax measure may generate between $35,000 to $100,000. This is equivalent to approximately 500-1000 annual service hours from Police and Code Enforcement.

RECOMMENDATION

1. Staff recommends that Council discuss the proposed ordinances: (1) an amendment to Chapter 6.36 of the Tracy Municipal Code (TMC) and (2) an amendment to Section 10.08.3196 of the TMC, as well as regulations.
2. Provide direction to staff.

Prepared by: Karin Schnaider, Finance Director
William Dean, Assistant DS Director

Reviewed by: Leticia Ramirez, Assistant City Attorney
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Proposed Ordinance Amending Chapter 6.36 Commercial Cannabis Activity
Attachment B – Planning Commission Resolution Recommending Approval of Proposed Ordinance Amending Section 10.08.3196

Proposed Ordinance Amending Chapter 6.36

Chapter 6.36 COMMERCIAL CANNABIS ACTIVITY.

Section 6.36.010 Purpose and Intent.
Section 6.36.020 Legal Authority.
Section 6.36.030 Definitions.
Section 6.36.040 Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.
Section 6.36.050 Compliance with State and Local Laws.
Section 6.36.060 Cannabis Business Permit Required to Engage in a Commercial Cannabis Activity.
Section 6.36.070 Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.
Section 6.36.080 Application Procedure for a Cannabis Business Permit.
Section 6.36.090 Selection of Cannabis Business Permittee(s).
Section 6.36.100 Expiration of Cannabis Business Permits.
Section 6.36.110 Revocation of Permits.
Section 6.36.120 Renewal Applications.
Section 6.36.130 Effect of State License Suspension, Revocation, or Termination.
Section 6.36.140 Change in Location; Updated Registration Form.
Section 6.36.150 Transfer of Cannabis Business Permit.
Section 6.36.160 Cannabis Employee Permit Required.
Section 6.36.170 Permittee Selection Process.
Section 6.36.180 City Business License.
Section 6.36.190 Limitations on City's Liability.
Section 6.36.200 Records and Recordkeeping.
Section 6.36.210 Security Measures.
Section 6.36.220 Restriction on Alcohol & Tobacco Sales.
Section 6.36.230 Fees and Charges.
Section 6.36.240 Miscellaneous Operating Requirements.
Section 6.36.250 Other Operational Requirements.
Section 6.36.260 Non-Storefront Retailer Vehicle Requirements.
Section 6.36.270 Permissible Delivery Locations and Customers.
Section 6.36.280 Packaging and Labeling.
Section 6.36.290 Promulgation of Regulations, Standards and Other Legal Duties.
Section 6.36.300 Fees Deemed Debt to City of Tracy.
Section 6.36.310 Permit Holder Responsible for Violations.
Section 6.36.320 Inspection and Enforcement.
Section 6.36.330 Compliance with State Regulation.
Section 6.36.340 Violations Declared a Public Nuisance.
Section 6.36.350 Each Violation a Separate Offense.
Section 6.36.360 Criminal Penalties.
Section 6.36.370 Remedies Cumulative and not Exclusive.

Section 6.36.010. Purpose and Intent

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes and implement the desire of California voters who approved the Adult Use of Marijuana Act ("AUMA") by Proposition 64 in November 2016, while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Chapter to regulate the commercial cannabis activity in a responsible manner to protect the health, safety, and welfare of the residents of Tracy and to enforce rules and regulations consistent with state law. It is the further purpose and intent of this Chapter to require all commercial cannabis operators meeting the established requirements to obtain and renew annually a regulatory permit to operate a cannabis business in Tracy. Nothing in this Chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or local law. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to operate a cannabis business in the City, such as a conditional use permit issued pursuant to Title 10 of this Code, and are in addition to any permits, licenses and approval required under state, county, or other law.

Section 6.36.020. Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of MAUCRSA, and any subsequent state legislation and/or regulations regarding same, the City of Tracy is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the City of Tracy to all commercial cannabis activity.

Section 6.36.030. Definitions.

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(a) "A-license" means a state license issued under this Chapter for cannabis or cannabis products that are intended for adults who are 21 years of age and older (adult-use) and who do not possess a physician's recommendation.

(b) "A-licensee" means any person holding a license under Business and Professions Code Section 26000 et seq. for cannabis or cannabis products that are intended for adults who are 21 years of age and older (adult-use) and who do not possess a physician's recommendation.

(c) "Applicant" means an owner applying for a cannabis business permit or cannabis employee permit pursuant to this Chapter.

(d) "Batch" means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:

(1) "Harvest batch" means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) "Manufactured cannabis batch" means either of the following:

(A) An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(B) An amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.

(e) "Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(f) "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

(g) "Cannabis accessories" has the same meaning as in Section 11018.2 of the Health and Safety Code.

(h) "Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or drug, as defined by Section 109925 of the Health and Safety Code.

(i) "Cannabis employee permit" means a regulatory permit issued by the City pursuant to this Chapter to persons working, volunteering, interning, or apprenticing at any cannabis business operating in the City.

(j) "Cannabis product" means a product containing cannabis or cannabis, including, but not limited to, manufactured cannabis, and shall have the same meaning as in Section 11018.1 of the Health and Safety Code. For purposes of this Chapter, "cannabis" does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

(k) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

(l) "City" or "City of Tracy" means the City of Tracy, a California general law City.

(m) "Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products as provided for in this Chapter.

(n) "Commercial cannabis business" or "Cannabis business" means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(o) "Commercial cannabis business permit" or "City cannabis business permit" means a regulatory permit issued by the City pursuant to this Chapter to a person operating a cannabis business in the City. This permit is required before any commercial cannabis activity may be conducted in the City and does not constitute a land use entitlement nor a conditional use permit. The issuance of a cannabis business permit is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Chapter and any regulations adopted or imposed by the City governing the commercial cannabis activity at issue.

(p) "Customer" means a natural person 21 years of age or older or a natural person 18 years of age or older who possesses a physician's recommendation.

(q) "Day care center" has the same meaning as in Section 1596.76 of the Health and Safety Code.

(r) "Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer.

(s) "Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(t) "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

(u) "Distributor" means a person holding a valid commercial cannabis state license for distribution, required by state law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.

(v) "Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(w) "Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited

to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

(x) "Greenhouse" means a fully enclosed fixed, permanent structure that is clad in transparent or translucent material with its own irrigation and climate control, such as heating and ventilation capabilities and supplemental and artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation. A greenhouse used for purposes of cannabis cultivation is subject to the MAUCRSA and related state and local regulations, rather than the California Food and Agricultural Code, and its related state and local regulations.

(y) "Kind" means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(z) "Labeling" means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

(aa) "Labor peace agreement" means an agreement between a licensee and any bona fide labor organization that, at a minimum, protects the state's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the applicant's business. This agreement means that the applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the applicant's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the applicant's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

(ab) "License" means a state license issued under this Chapter, and includes both an A-license and an M-license, as well as a testing laboratory license.

(ac) Licensee" means any person holding a license under this Chapter, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

(ad) "Licensing authority" means the state agency responsible for the issuance, renewal, or reinstatement of the license, or the state agency authorized to take disciplinary action against the licensee.

(ae) "Live plants" means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(af) "Local jurisdiction" means a city or county.

(ag) "Lot" means a batch or a specifically identified portion of a batch.

(ah) "M-license" means a state license issued under this Chapter for commercial cannabis activity involving medicinal cannabis.

(ai) "M-licensee" means any person holding a license under this Chapter for commercial cannabis activity involving medicinal cannabis.

(aj) "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

(ak) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(al) "Manufacturer" means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

(am) "Manufacturing site" means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of Tracy and, a valid state license as required for manufacturing of cannabis products.

(an) "Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.

(ao) "Natural person" is an individual human being as opposed to an artificial or legal person like a company which may be a private entity or non-governmental organization or public government organization.

(ap) "Non-Storefront retailer" means a cannabis business that conducts sales of cannabis or cannabis products to customers exclusively by delivery and whose premises are closed to the public. The term "Non-Storefront Retailer" is synonymous with the terms "delivery only" or "delivery service."

(aq) "Operation" means any act for which licensure is required under the provisions of this Chapter, or any commercial transfer of cannabis or cannabis products.

(ar) "Owner" means any of the following:

(1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The chief executive officer of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the person applying for a license.

(as) "Package" means any container or receptacle used for holding cannabis or cannabis products.

(at) "Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5.

(au) "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(av) "Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.

(aw) "Physician's recommendation" means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

(ax) "Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

(ay) "Retailer" means a cannabis business issued a state license for the retail sale and delivery of cannabis or cannabis products to customers. "Retailer" shall have the same meaning as Business and Professions Code section 26070 and as may be amended from time to time.

(az) "Sell," "sale," "to sell" and "retail sale" include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

(ba) "State License" means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.

(bb) "Testing laboratory" means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

(2) Licensed by the bureau.

(bc) "Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

(bd) "Transport" means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by the MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(be) "Unique identifier" means an alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived. or manufactured from that plant.

(bf) "Youth center" has the same meaning as in Section 11353.1 of the Health and Safety Code.

Section 6.36.040. Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized in this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, retail sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code section 26090(e)), of cannabis or cannabis product is expressly prohibited in the City of Tracy.

Section 6.36.050. Compliance with State and Local Laws.

It is the responsibility of the owners and operators of the cannabis business to ensure that it is always operating in a manner compliant with all applicable state and local laws, policies, rules, and regulations including, but not limited to, the California Health and Safety Code, the City adopted Building Code, Plumbing Code, Electrical Code, Mechanical Code, Fire Code, the Tracy Municipal Code, the Tracy Zoning Code, all requirements and conditions related to the land use entitlement process, and any regulations promulgated thereunder. Nothing in this Chapter shall be construed as authorizing any actions that violate state law or local law with respect to the operation of a cannabis business. It shall be the responsibility of the owners and the operators of the cannabis business to ensure that the cannabis business is, at all times, operating in a manner compliant with all applicable state and local laws, including for as long as applicable, the Compassionate Use Act ("Prop. 215") and the Medical Cannabis Program Act ("MMPA") (collectively "the Medical Cannabis Collective Laws"), any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the cannabis business permit. Nothing in this Chapter shall be construed as authorizing any actions that violate state law regarding the operation of a commercial cannabis business.

Section 6.36.060. Cannabis Business Permit Required to Engage in a Commercial Cannabis Activity.

(a) No person may engage in any commercial cannabis activity within the City of Tracy unless the person (1) has a valid Cannabis business permit from the City of Tracy; (2) has a valid State License; and (3) is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the commercial cannabis activities

and land use and zoning requirements, including obtaining a valid conditional use permit.

Section 6.36.070. Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted.

Maximum Number and Type of Authorized Cannabis Businesses Permitted. The number of each type of cannabis business that shall be permitted to operate in the City at any one given time shall be as follows:

Medicinal (M-License) Non-Storefront Retailer; maximum of two (2).

This Section is only intended to create a maximum number of cannabis businesses that may be issued permits to operate in the City under each category. Nothing in this Chapter creates a mandate that the City Council must issue any or all of the cannabis business permits if it is determined that the applicants do not meet the standards which are established in the application requirements or further amendments to the application process.

(a) Each year following the Police Chief's initial award of cannabis business permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of cannabis business permits which are authorized for issuance. The City Council, in its discretion, may determine by ordinance that the number of commercial cannabis permits should stay the same, or be increased.

Section 6.36.080. Application Procedure for a Cannabis Business Permit.

(a) The City Council shall adopt by resolution the procedures to govern the application process, and the manner in which the decision to issue a cannabis business permit(s), which resolution shall authorize City staff to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria ("Review Criteria") and to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct evaluate the applicants.

(b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.

(c) After the initial review of applications, ranking, and scoring under the Review Criteria by the Development Services Director or designee, Finance Director or designee, and Fire Chief or designee ("Review Committee"), the

Review Committee shall make a recommendation to the Police Chief or designee, who shall make a final selection in accordance with Section 6.36.0970.

(d) THE CITY'S RESERVATION OF RIGHTS:

The City reserves the right to reject any or all applications. Prior to cannabis business permit issuance, the City may also modify, postpone, or cancel any request for applications, or the entire program under this Chapter, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to cannabis business permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided, , an application RISKS BEING REJECTED for any of the following reasons:

(1) Application was received after designated time and date.

(2) Application did not contain the required elements, exhibits, nor organized in the required format.

(3) Application was considered not fully responsive to this request for permit application.

Section 6.36.090. Selection of Cannabis Business Permittee(s).

(a) The top four applicants identified by the Review Committee may be invited to attend a public hearing with the Police Chief or designee, where they may be expected to make a public presentation regarding their application. In order to provide adequate time, presentations may be divided over more than one meeting over multiple days as determined to be necessary.

(b) The Police Chief or designee shall determine which top applicants will be granted a cannabis business permit. The Police Chief's or designee's decision as to the selection of permittees shall be appealable to the City Manager. Such appeals shall comply with Chapter 1.12 of this Code.

(c) Issuance of a cannabis business permit does not constitute a land use entitlement nor does it constitute a land use permit. Following the Police Chief's selection, the prevailing candidates(s) shall apply to the City's Development Services Department to obtain a conditional use permit pursuant to Section 10.08.4250 and any other required land use approvals

or entitlements for the permittee's premises. Land use approvals shall include compliance with all applicable provisions of CEQA.

(f) Furthermore, no permittee shall begin operations, notwithstanding the issuance of a cannabis business permit, unless all of the state and local laws and regulations have been complied with, including but not limited to the requirements of this Chapter and Section 10.08.3196.

(g) Notwithstanding anything in this Chapter to the contrary, the City reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a cannabis business permit until a permit is actually issued, and then only for the duration of the term specified in the permit. Each applicant assumes the risk that, at any time prior to the issuance of a cannabis business permit, the City Council may terminate or delay the program created under this Chapter.

(h) If an application is denied for a cannabis business permit, a new application may not be filed for one (1) year from the date of the denial.

(i) Each person granted a cannabis business permit shall pay the permit fee established by resolution of the City Council, to cover the costs of administering the cannabis business permit regulatory program created in this Chapter.

Section 6.36.100. Expiration of Cannabis Business Permits.

Each cannabis business permit issued pursuant to this Chapter shall expire twelve (12) months after the date of its issuance. Cannabis business permits may be renewed as provided in Section 6.36.120.

Section 6.36.110. **Revocation of Permits.**

Cannabis business permits may be revoked for any violation of state law and/or any local law, rule, regulation or operational procedure, including but not limited to Section 6.36.040 Compliance with State and Local Laws, and/or any other regulations adopted pursuant to this Chapter.

Section 6.36.120. Renewal Applications.

(a) An application for renewal of a cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(b) The renewal application shall contain all the information required for new applications.

(c) The applicant shall pay a fee in an amount set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

(d) An application for renewal of a cannabis business permit shall be rejected if any of the following exists:

(1) The application is filed less than sixty (60) days before its expiration.

(2) The cannabis business permit is suspended or revoked at the time of the application.

(3) The cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.

(4) The cannabis business has failed to conform to the requirements of this Chapter, or of any regulations adopted pursuant to this Chapter.

(5) The permittee fails to or is unable to renew its state license.

(6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Chapter, of the City's Municipal Code, the conditions of approval associated with the conditional use permit or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the cannabis business permit.

(e) The Police Chief or designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the Police Chief or designee(s) is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the Police Chief or designee(s) shall be directed to the City Manager and shall be handled pursuant to Chapter 1.12.

(f) If a renewal application is rejected, a person may file a new application pursuant to this Chapter no sooner than one (1) year from the date of the rejection.

(g) If an existing cannabis business permit holder fails to renew their permit, the City may, in its discretion, solicit and consider permit applications from other applicants pursuant to Sections 6.36.080 and 6.36.090.

Section 6.36.130. Effect of State License Suspension, Revocation, or Termination.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall constitute grounds for revoking a City cannabis business permit.

Section 6.36.140. Change in contact information; updated registration form.

(a) Any time the contact information listed on cannabis business permit has changed, the business shall re-register with the Police Chief or designee(s). The process and the fees for re-registration shall be the same as the process and fees set forth section 6.36.120.

(b) Within fifteen (15) calendar days of any other change in the information provided in the application or any change in status of compliance with the provisions of this Chapter, including any change in the cannabis business ownership or management members, the applicant shall file an updated registration form with the Police Chief or designee(s) for review along with a registration amendment fee, as set forth in section 6.36.120.

Section 6.36.150. Transfer of Cannabis Business Permit.

(a) The holder of a cannabis business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to their state license issued by the Bureau of Cannabis Control, if required, and an amendment to the permit from the Police Chief stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the Police Chief or designee(s) in accordance with all provisions of this Chapter (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the City Council, and the Police Chief or designee(s)

determines that the transferee passed the background check required for permittees and meets all other requirements of this Chapter.

(b) Cannabis business permits issued through the grant of a transfer by the Police Chief shall be valid for a period of one year beginning on the day the Police Chief approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Chapter.

(c) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the Police Chief or designee(s) through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.

(d) A permittee may change the form of business entity without applying to the Police Chief or designee(s) for a transfer of permit, provided that either:

(1) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical), or

(2) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 6.36.060, subdivision (b), provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager or designee(s) in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.

(e) No cannabis business permit may be transferred when the Police Chief or designee has notified the permittee that the permit has been or may be suspended or revoked.

(f) Any attempt to transfer a cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

Section 6.36.160. Cannabis Employee Permit Required.

(a) Any person who is an employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.

(b) Any person who is an employee or who otherwise works within a cannabis business must obtain a cannabis employee permit from the City prior to performing any work at any cannabis business.

(c) Applications for a cannabis employee permit shall be developed, made available, and processed by the Police Chief or designee(s), and shall include, but not be limited to, the following information:

(1) Name, address, and phone number of the applicant;

(2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at twenty-one (21) years of age must be submitted with the application;

(3) Name, address of the cannabis business where the person will be employed, and the name and phone number of the primary manager of that business;

(4) A list of any crimes enumerated in California Business and Professions Code Section 26507(b)(4) for which the applicant has been convicted;

(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

(6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the Police Chief or designee(s).

(7) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the cannabis employee permit program. The fee is non-refundable and shall not be returned in the event the employee permit is denied or revoked.

(d) The Police Chief or designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(1) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code sections 186.11, 470, 484, and 504a, respectively; or

(2) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

(3) Was convicted of a violent felony, a crime of moral turpitude; or

(4) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of those types of crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following (i) a conviction for any crime listed in subsection (d) (4) above for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code or (ii) a conviction that was subsequently dismissed pursuant to Sections 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

(e) The Police Chief or designee(s) shall issue the cannabis employee permit or a written denial to the applicant within thirty (30) calendar days of the date the application was deemed complete. In the event the cannabis employee permit cannot be issued within this time period then the Police Chief or designee(s) may issue a temporary employee permit for an employee upon completing a preliminary background check and if the business can demonstrate to the Police Chief or designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the Police Chief or designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent employee permit.

(f) A cannabis employee permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection 6.36.070 (b) above

including the payment of a renewal application fee in an amount to be set by resolution of the City Council.

(g) In the event an employee permit holder voluntarily or involuntarily separates from employment from the cannabis business, the permit holder shall notify the Police Chief or designee(s) in writing of the change within ten (10) calendar days, or the employee permit shall be suspended or revoked. The failure to notify the City of the change in employment status may result in the permit holder being ineligible for an employee permit in the future.

(h) The City may immediately revoke the cannabis employee permit should the permit holder be convicted of a crime listed in subsections (d) and (i) above or if facts become known to the Police Chief or designee(s) that the permit holder has engaged in activities showing that he or she is dishonest. The following are additional grounds for revoking a cannabis employee permit based on the specific role and function of that employee:

(i) A cannabis employee permit for drivers, delivery persons, or any person delivering cannabis on behalf of a cannabis non-storefront retailer to customers shall be revoked if the employee permit holder:

(1) Sells or provides cannabis or cannabis products to a minor;
(2) Attempts to give away cannabis or cannabis products;
(3) Acts to illegally divert cannabis or cannabis products to the black market, including stealing cash; stealing the licensee's product for personal consumption; or selling the licensee's product and keeping the proceeds of the sale; or
(4) Is cited for driving under the influence of alcohol, cannabis or another illicit drug while on- or off-duty.

(j) The Police Chief or designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(k) The applicant may appeal the denial or revocation of a cannabis employee permit to the City Manager by filing a notice of appeal with the City Clerk within ten (10) working days of the date the applicant received the notice of denial or revocation, which appeal shall be conducted as set forth in Chapter 1.12 of this Code.

Section 6.36.180. City Business License.

Prior to commencing operations, a cannabis business shall obtain a City of Tracy business license.

Section 6.36.190. Limitations on City's Liability.

To the fullest extent permitted by law, the City of Tracy shall not assume any liability whatsoever with respect to having issued a cannabis business permit pursuant to this Chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any cannabis business permit, the applicant shall be required to meet all of the following conditions before receipt of the permit:

(a) The applicant must execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Tracy, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the cannabis business permit, the City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any state or local laws by the cannabis business or any of its officers, employees or agents.

(b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Attorney and/or Risk Manager.

(c) Reimburse the City of Tracy for all costs and expenses, including but not limited to attorney fees and costs and court costs, which the City of Tracy may be required to pay as a result of any legal challenge related to the City's approval of the applicant's cannabis business permit, or related to the City's approval of a commercial cannabis activity. The City of Tracy may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

Section 6.36.200. Records and Recordkeeping.

(a) Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator

shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or designee(s).

(b) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the Police Chief or designee(s) upon a reasonable request.

(c) All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes in accordance with the MAUCRSA.

(d) Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA) and other applicable regulations, each cannabis business shall allow City of Tracy officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated in writing by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

Section 6.36.210. Security Measures.

(a) A permitted cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the Police Chief or designee and Fire Chief or designee, these security measures shall include, but shall not be limited to, all of the following:

(1) Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business.

(2) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.

(3) All cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault. All cannabis and cannabis products that are being sold for retail purposes shall be kept in a manner as to prevent diversion, theft, and loss.

(4) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the Police Chief or designee(s), and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the Police Chief or designee(s). Video recordings shall be maintained for a minimum of ninety (90) days, or as required under state law, and shall be made available to the Police Chief or designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business.

Section 6.36.220. Restriction on Alcohol & Tobacco Sales.

(a) It shall be unlawful to cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the cannabis business.

(b) It shall be unlawful to cause or permit the sale of tobacco products on or about the premises of the cannabis business.

Section 6.36.230. Fees and Charges.

(a) No person may commence or continue any cannabis activity in the City, without timely paying in full all fees and charges required for the operation of a cannabis business. Fees and charges associated with regulation of a cannabis business shall be established by resolution of the City Council which may be amended from time to time.

(b) All cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license,

registration, and other fees required under state and local law. Each cannabis business shall cooperate with the City or designee(s) with respect to any reasonable request to audit the cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

Section 6.36.240. Miscellaneous Operating Requirements.

(a) Cannabis businesses may operate only during the hours specified in the cannabis business permit issued by the City.

(b) Restriction on Customer Consumption. Cannabis shall not be consumed by any retail customer on the premises of any cannabis businesses.

(c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a cannabis business permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(d) Reporting and Tracking of Product and of Gross Sales. Each cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. Said tracking system must be in compliance with state's designated track-and-trace system of METRC. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the Police Chief or designee(s) prior to being used by the permittee.

(e) There shall not be a physician located in or around any cannabis business at any time for the purpose of evaluating patients for the issuance of a cannabis recommendation or card where applicable.

(f) Emergency Contact. Each cannabis business shall provide the Police Chief or designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(g) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business. It shall be unlawful and a violation of this Chapter for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.

(h) Odor Control. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, cannabis businesses must install and take all measures, including installing equipment, to control odor as required by the Development Services Director or designee.

(i) Display of Permit and City Business License. The original copy of the cannabis business permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis business in a location readily-visible to the City officials inspecting the premises.

(j) Permits and other Approvals. Prior to commencing operations of any cannabis business, the person seeking to establish a cannabis business must first obtain all applicable land use, zoning, building, and other applicable permits from the City which are applicable to property in which such cannabis business intends to establish and to operate.

Section 6.36. 250. Other Operational Requirements.

The City Manager or designee may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare. Such operational requirements or regulations shall take effect as determined by the City Manager or designee, and existing cannabis business permit holders shall comply as amended.

Section 6.36.260. Non-Storefront Retailer Vehicle Requirements.

Prior to commencing operations, a Cannabis Non-Storefront Retailer shall provide the City with all information requested by the Police Chief or designee(s) regarding the vehicles used to deliver cannabis to customers. Such information shall include, but not be limited to the following:

(a) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver medicinal cannabis or cannabis products.

(b) Proof of insurance as required in section 6.36.190 (b) for any and all vehicles being used to deliver medicinal cannabis goods.

(c) The make, model, and license number of all vehicles owned or leased by the commercial cannabis retailer and used to deliver medicinal cannabis or cannabis products.

Section 6.36.270. Permissible Delivery Locations and Customers.

Non-storefront cannabis retailers are subject to the following requirements:

(a) Cannabis and cannabis products shall only be delivered to customers located at a residential address including a nursing or assisted living facility and/or to customers located in other jurisdictions in which it is not prohibited to conduct deliveries of cannabis goods;

(b) The delivery of cannabis and cannabis products to any location or facility owned, leased or occupied by a public agency, including but not limited to, a public school, library, and community center, is expressly prohibited. No deliveries shall be conducted on private property open to the public, including but not limited to, business and professional offices, retail stores and their adjoining parking lots, places of assembly, eating and drinking establishments; and

(c) Deliveries shall only be completed to patients and primary caregivers that have a physician's recommendation on file with the retailer.

Section 6.36.280. Packaging and Labeling.

(a) All cannabis, cannabis products, and cannabis accessories sold by a cannabis business shall be packaged, labeled and placed in tamper-evident packaging which at least meets the requirements of the MAUCRSA and all state implementing rules and regulations.

Section 6.36.290. Promulgation of Regulations, Standards and Other Legal Duties.

(a) In addition to any regulations adopted by the City Council, the City Manager or designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of cannabis business permits, the ongoing operation of cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.

(b) Regulations shall be published on the City's website.

(c) Regulations promulgated by the City Manager or designee shall become effective as determined therein. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or designee.

Section 6.36.300. Fees Deemed Debt to City of Tracy.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City of Tracy that is recoverable via an authorized administrative process as set forth in the Tracy Municipal Code, or in any court of competent jurisdiction.

Section 6.36.310. Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Tracy, whether committed by the permittee or any employee, volunteer, or agent of the permittee, which violations occur in or about the premises of the cannabis business, and violations which occur during deliveries to off-site locations, whether or not said violations occur within the permit holder's presence.

Section 6.36.320. Inspection and Enforcement.

(a) The City Manager or designee(s), Chief of Police or designee(s), and Fire Chief or designee(s) charged with enforcing the provisions of the Tracy Municipal Code, or any provision thereof, may enter the location of a cannabis business at any time, without notice, and inspect the location of any cannabis business, obtain samples of the cannabis to test for public safety purposes, and review any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

(b) It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law.

Section 6.36.330. Compliance with State Regulations.

It is the stated intent of this Chapter to regulate commercial cannabis activity in the City of Tracy in compliance with all provisions MAUCRSA and any subsequent state legislation.

Section 6.36.340. Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

Section 6.36.350. Each violation a separate offense.

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Tracy Municipal Code. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, and any permit issued pursuant to this Chapter shall be deemed null and void, entitling the City to disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of Tracy may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the Police Chief or designee(s), may take immediate action to temporarily suspend a cannabis business permit issued by the City, pending a hearing before the City Manager.

Section 6.36.360. Criminal Penalties.

Each and every violation of the provisions of this Chapter may in the discretion of the City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars ($1,000) or imprisonment in the county jail for a period of

not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 6.36.370. Remedies cumulative and not exclusive.

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

RESOLUTION 2018-016

PLANNING COMMISSION RECOMMENDATION THAT THE CITY COUNCIL INTRODUCE AND ADOPT AN ORDINANCE AMENDING TRACY MUNICIPAL CODE SECTION 10.08.3196 REGARDING ESTABLISHING ZONING AND LOCATIONAL REQUIREMENTS FOR CANNABIS (MARIJUANA) NON-STOREFRONT RETAILERS, APPLICATION NUMBER ZA18-0002

WHEREAS, On September 19, 2017, Tracy City Council adopted Ordinance 1240, prohibiting all commercial medicinal and adult-use cannabis activity in the city; thus, until Council takes action via new or revised ordinances, all such activity (including the manufacturing, cultivation, distribution, testing, and any other cannabis activity licensed by the State of California) is prohibited in Tracy, and

WHEREAS, On December 5, 2017, Tracy City Council directed staff to prepare an ordinance to allow up to two medical cannabis non-storefront (i.e., delivery only) retailers (i.e., dispensaries) to operate in the City's industrial locations, subject to a high level of regulation and oversight by the City, and

WHEREAS, The proposed amendments establish specific locational requirements and permit requirements for commercial medicinal and adult use cannabis activities, and

WHEREAS, The proposed ordinance is exempt from the California Environmental Quality ACT (CEQA) pursuant to Business and Professions Code Section 26055(h), which provides that CEQA does not apply to the adoption of an ordinance, rule, or regulation that requires discretionary review and approval of permits or other authorizations to engage in commercial cannabis activity, and

WHEREAS, This project is further exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As this is only a series of text amendments and additions, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment, and

WHEREAS, On July 25, 2018, the Planning Commission conducted a public hearing to consider the ordinance;

NOW, THEREFORE, BE IT RESOLVED, That the Planning Commission hereby recommends the City Council introduce and adopt an ordinance to amend Tracy Municipal Code Section 10.08.3196 regarding establishing zoning and locational requirements for cannabis non-storefront retailers as indicated in Exhibit 1, attached.

* *

The foregoing Resolution 2018-016 was adopted by the Planning Commission on the 25th day of July, 2018, by the following vote:

AYES:	COMMISSION MEMBERS:	GABLE, HUDSON, KAUR
NOES:	COMMISSION MEMBERS:	NONE
ABSENT:	COMMISSION MEMBERS:	ORCUTT
ABSTAIN:	COMMISSION MEMBERS:	WOOD

VICE-CHAIR

ATTEST:

STAFF LIAISON

Exhibit 1

Proposed Amendments to TMC Section 10.08.3196

Chapter 10.08 - Zoning Regulations

10.08.3196 – Cannabis Uses.

(a) **Purpose and Intent**. The purpose of this section is to impose zoning and locational restrictions on commercial cannabis activities or uses and on the personal cultivation of cannabis. This section is not intended to give any person or entity authority to conduct commercial cannabis activities in the City of Tracy.

(b) **Definitions**. Unless otherwise provided in this section, the definitions set forth in Chapter 10.08 (Zoning Regulations), Chapter 6.36 (Commercial Cannabis Activity) and Chapter 6.40 (Cannabis Business Tax) apply. The following words shall have the meanings set forth below when used in this section:

(1) "Fully enclosed and secure structure" means a space within a building, greenhouse, or other structure that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, and which is accessible only through one or more lockable doors.

(2) "Outdoors" means any location within the City of Tracy that is not within a fully enclosed and secure structure or private residence, as defined by California Health and Safety Code section 11362.2.

(c) **Commercial Cannabis Uses**.

(1) All commercial cannabis uses are prohibited from operating in all zoning districts in the City, except as expressly permitted in this section.

(2) All commercial cannabis uses permitted by this section must, prior to establishing and commencing operations, obtain and maintain a City cannabis business permit and any other state or local license or permit, as may be applicable.

(3) Cannabis Medicinal (M-License) Non-Storefront Retailers are permitted to establish as a conditional use on property meeting the following criteria, subject to the granting of and compliance with terms of a City cannabis business permit and a conditional use permit issued pursuant to Section 10.08.4250:

(i) Property shall be located in an area designated as industrial in the City's General Plan;

(ii) Property shall be located at least 600 feet from any parcel zoned as residential and any parcel containing any of the following sensitive uses as of the date the conditional use permit is issued: school, day care facilities, youth center, places of assembly, public parks, and youth congregating land uses;

(iii) Property shall not be within half (1/2) a mile of Gandy Dancer Drive; and

(iv) The distance between the cannabis business and the sensitive use property shall be measured from the outer boundaries of the sensitive use

parcel to the first structure on the parcel seeking to operate a cannabis business.

(d) **Personal Cultivation of Cannabis**.

(1) All outdoor cultivation of medicinal and adult use marijuana within the City is prohibited, and shall be unlawful, as a principal use, conditional use, special use, or accessory use in any zone. The indoor cultivation of adult use marijuana shall comply with state law.

(e) **Penalties**.

(1) Violations of this chapter are hereby declared a public nuisance.

(2) Violations of this section are punishable as misdemeanors and as otherwise set forth in chapter 1.04 of this Code. Each day of operation of a commercial cannabis business or the outdoor cultivation of marijuana occurs, in violation of this section, constitutes a separate offense.